

ORDER FOR SUPPLIES OR SERVICES

Case: 1:25-cv-07136 Document #: 1-3 Filed: 06/26/25 Page 1 of 149 PageID #:148

PAGE OF PAGES

PageID #:148

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/15/2024	2. CONTRACT NUMBER (if any) 70B03C24A00000024	6. SHIP TO: a. NAME OF CONSIGNEE See Attached Delivery Schedule				
3. ORDER NUMBER 70B03C24F00000530	4. REQUISITION/REFERENCE NUMBER 0020144820	b. STREET ADDRESS				
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Border Enforcement Contracting Division 1300 Pennsylvania Ave, NW Washington DC 20229		c. CITY	d. STATE	e. ZIP CODE		
7. TO:		f. SHIP VIA				
a. NAME OF CONTRACTOR CONTROLLED FORCE INC		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE -- Reference Your 07/11/2024. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
b. COMPANY NAME		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
c. STREET ADDRESS 335 N RIVER ST STE 200		10. REQUISITIONING OFFICE Transport MAGDELENA MCKENZIE				
d. CITY BATAVIA		e. STATE IL	f. ZIP CODE 60510	12. F.O.B. POINT Not applicable		
9. ACCOUNTING AND APPROPRIATION DATA SEE ACCOUNTING AND APPROPRIATION DATA						
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)						
13. PLACE OF a. INSPECTION DESTINATION		14. GOVERNMENT B/L NUMBER	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/13/2025	16. DISCOUNT TERMS Within 30 days Due net		
17. SCHEDULE (See reverse for Rejections)						
ITEM NUMBER (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acctpt
10	ACC Mission Base Support	1.000	AU	\$3,624,260.05	\$3,624,260.05	
20	ACC Mission Base Support	1.000	AU	\$2,093,116.78	\$2,093,116.78	
30	ACC Mission Base Support	1.000	AU	\$1,539,933.22	\$1,539,933.22	
18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT		20. INVOICE NUMBER			\$0.00	17(h)TOT. (Cont. pages)
21. MAIL INVOICE TO: a. NAME See IPP Invoicing Instructions b. STREET ADDRESS (or P.O. Box) c. CITY						
					\$7,257,310.05	17(i) GRAND TOTAL
		e. ZIP CODE				
22. UNITED STATES OF AMERICA BY (Signature)		ROSIE ZARAGOZA-SANTOS		23. NAME (Typed) ROSIE ZARAGOZA-SANTOS TITLE: CONTRACTING/ORDERING OFFICER		

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OPTIONAL FORM 347 (REV. 2/2012)

Prescribed by GSA/FAR 48 CFR 53.213 (f)


 Digitally signed by ROSIE ZARAGOZA-SANTOS
Date: 2024.07.29 08:02:58
-05'00'

DATE OF ORDER 08/15/2024	CONTRACT NUMBER (if any) 70B03C24A00000024	ORDER NUMBER 70B03C24F00000530	PAGE OF PAGES 2 2
Federal Tax Exempt ID: 72-0408780			
Emailing Invoices to CBP. Do not mail or email invoices to CBP. Invoices must be submitted via the IPP website, as detailed under Electronic Invoicing and Payment Requirements in the attached terms and conditions.			
NOTES:			
70B03C24F00000530 is a firm fixed cost/time and materials type task order being issued to Controlled F.O.R.C.E under BPA 70B03C24A00000024 and GSA Schedule GS-07F-0613W for transportation security guard services.			
The period of performance and not-to-exceed ceiling amount for the period of performance is as follows with Surge (Controlled F.O.R.C.E exceeds the NTE amounts at its own risk and cost):			
Base Period August 15, 2024- May 13, 2025 \$24,672,766.64 NTE			
Guard Rate \$33.42 Premium Guard Rate \$50.13 Vehicle Capacity High \$24,494.72 Vehicle Capacity Low \$8,885.53			
Points of Contact: PM/COR: Magdelena McKenzie magdelena.mckenzie@cbp.dhs.gov Branch Chief: Lachaun Holloway, lachaun.m.holloway@cbp.dhs.gov Contracting Officers: Rosie Zaragoza-Santos rosie.zaragoza@cbp.dhs.gov Contract Specialist: Carlos Gonzales-Figueroa carlos.gonzalesfigueroa@cbp.dhs.gov			
President: Diana Grano, dianag@controlledforce.com, 630-415-8946 Executive Director: Tony Grano, tony@controlledforce.com, 630-415-8951 Executive Project Manager: Stacie Alexandria, s.alexandria@controlledforce.com, 630-478-3396 Regional Manager: Charles Loner, c.loner@controlledforce.com, 404-903-8147			
BILLING/INVOICING: 1. Indicate Order No.: 70B03C24F00000530 on your invoice and all related correspondence relating to this order. 2. Invoice shall be submitted via the U.S. Treasury's electronic invoicing system, IPP website: https://www.ipp.gov .			
Note: The Contracting Officer (CO) is the only person authorized to make or approve any changes to any of the requirements of this task order. In the event the Contractor makes any changes at the direction of any other person other than the CO, the change shall be considered to have been made without authority and the Contractor performs at its own risk.			
QUESTIONS: All questions or concerns regarding this contract can be directed to Rosie Zaragoza-Santos via email, rosie.zaragoza@cbp.dhs.gov			
ATTACHMENTS: Items and Prices, Delivery Schedule and Accounting Data Performance Work Statement 1-86 Quality Assurance Plan 1-17 Transition Plan (30/60/90/120) 1-9			

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: 70B03C24F00000530**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	ACC Mission Base Support	1.000	AU	\$3,624,260.05	\$3,624,260.05
20	ACC Mission Base Support	1.000	AU	\$2,093,116.78	\$2,093,116.78
30	ACC Mission Base Support	1.000	AU	\$1,539,933.22	\$1,539,933.22

Total Funded Value of Award: **\$7,257,310.05**

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0935206117ZUKA24500AB011102A700 BPE642525 TAS# 07020242024 0530000	\$3,624,260.05
20	6100.2525USCSGLCS0935206117ZUE624500AB011102A700 BPE642525 TAS# 07020242024 0530000	\$2,093,116.78
30	6100.2525USCSGLCS0935206117ZUKA24500AB011102A700 BPE642525 TAS# 07020242024 0530000	\$1,539,933.22

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	10	1.000	05/13/2025
	20	1.000	05/13/2025
	30	1.000	05/13/2025

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov . [Insert one or more Internet addresses]

(End of clause)

I.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions))
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
- (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (6) [Reserved]
- (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).
- (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115-390, title II).
- (ii) Alternate I (DEC 2023) of 52.204-30.
- (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (14) [Reserved]
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]

[X] (18)(i) 52.219–6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219–6.

☐ (19)(i) 52.219–7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219–7.

☐ (20) 52.219–8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

☐ (21)(i) 52.219–9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219–9.

☐ (iii) Alternate II (NOV 2016) of 52.219–9.

☐ (iv) Alternate III (JUN 2020) of 52.219–9.

☐ (v) Alternate IV (SEP 2023) of 52.219–9.

[X] (22)(i) 52.219–13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219–13.

☐ (23) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

☐ (24) 52.219–16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (25) 52.219–27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

☐ (26)(i) 52.219–28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219–28.

☐ (27) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

☐ (28) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

☐ (29) 52.219–32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (30) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[X] (31) 52.222–3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

[X] (33) 52.222–21, Prohibition of Segregated Facilities (APR 2015).

[X] (34)(i) 52.222–26, Equal Opportunity (SEPT 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222–26.

[X] (35)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JULY 2014) of 52.222–35.

[X] (36)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

- (ii) Alternate I (JULY 2014) of 52.222–36.
- (37) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (38) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (39)(i) 52.222–50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222–50 (22 U.S.C. chapter 78 and E.O. 13627).
- (40) 52.222–54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (41)(i) 52.223–9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (MAY 2008) of 52.223–9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (42) 52.223–11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).
- (43) 52.223–12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).
- (44) 52.223–20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).
- (45) 52.223–21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).
- (46) 52.223–23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
- (47)(i) 52.224–3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (ii) Alternate I (JAN 2017) of 52.224–3.
- (48)(i) 52.225–1, Buy American—Supplies (OCT 2022)) (41 U.S.C. chapter 83).
 - (ii) Alternate I (OCT 2022) of 52.225–1.
- (49)(i) 52.225–3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501–4732), Public Law 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).
 - (ii) Alternate I [Reserved].
 - (iii) Alternate II (DEC 2022) of 52.225–3.
 - (iv) Alternate III (FEB 2024) of 52.225–3.
 - (v) Alternate IV (OCT 2022) of 52.225–3.
- (50) 52.225–5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225–13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (53) 52.226–4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (54) 52.226–5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) 52.226–8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).
- (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).
- (57) 52.232–29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (58) 52.232–30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (59) 52.232–33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (60) 52.232–34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (61) 52.232–36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (62) 52.239–1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (63) 52.242–5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- (64)(i) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 - (ii) Alternate I (APR 2003) of 52.247–64.
 - (iii) Alternate II (NOV 2021) of 52.247–64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
[Contracting Officer check as appropriate.]
 - (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. Chapter 67).
 - (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services -- Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706)

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) in a subcontract for commercial products and commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

- (xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xvi) [X] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (MAY 2022).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any *Department of Homeland Security Acquisition Regulation (HSAR)* (48 CFR 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

- I.7 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)**
- I.8 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)**
- I.9 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
- I.10 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**
- I.11 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) ALTERNATE I (NOV 2021)**
- I.12 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- I.13 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)**
- I.14 52.244-2 SUBCONTRACTS (JUN 2020)**
- I.15 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUL 2023), ALTERNATE II (JUL 2023)**
 - (a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:
 - (1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008);
 - (2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116-283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;
 - (3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”;
 - (4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;
 - (5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;
 - (6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;
 - (7) Information Systems Vulnerability Information (ISVI) means:

- (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/ need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
- (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

- (i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.
- (ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:
 - (A) Truncated SSN (such as last 4 digits);
 - (B) Date of birth (month, day, and year);
 - (C) Citizenship or immigration status;
 - (D) Ethnic or religious affiliation;
 - (E) Sexual orientation;
 - (F) Criminal history;
 - (G) Medical information; and
 - (H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).
- (iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes

the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

- (b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under departmental procedures.
- (d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.
- (f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.
- (g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.
- (h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of clause)

I.16 3052.204-72 SAFEGUARDING OF CONTROLLED UNCLASSIFIED INFORMATION (JUL 2023)

- (a) *Definitions.* As used in this clause--

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

- (1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);
- (2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Public Law 116-283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance

officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

- (3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";
- (4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;
- (5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;
- (6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;
- (7) Information Systems Vulnerability Information (ISVI) means:
 - (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
 - (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;
- (8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;
- (9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;
- (10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;
- (11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

- (i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.
- (ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:
 - (A) Truncated SSN (such as last 4 digits);
 - (B) Date of birth (month, day, and year);
 - (C) Citizenship or immigration status;
 - (D) Ethnic or religious affiliation;
 - (E) Sexual orientation;
 - (F) Criminal history;
 - (G) Medical information; and
 - (H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).
- (iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that --

- (1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
- (2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide --

- (1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;
- (2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
- (3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.* (1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at <https://www.dhs.gov/dhssecurity-and-training-requirementscontractors>.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, Incident Response, to DHS Policy Directive 4300A Information Technology System Security Program, Sensitive Systems. If the Component SOC is not available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at <https://www.dhs.gov/dhs-security-and-trainingrequirements-contractors>. Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a FIPS 140-2/140-3 Security Requirements for Cryptographic Modules validated cryptographic module identified on <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules>. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, Incident Response, to DHS Policy Directive 4300A Information Technology System Security Program, Sensitive Systems, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Unique Entity Identifier (UEI);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location;

- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
- (v) Contracting Officer POC (address, telephone, and email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms, or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the government PII or SPII contained within the system; and
- (xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements.*

- (1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - (i) Inspections;
 - (ii) Investigations;
 - (iii) Forensic reviews;
 - (iv) Data analyses and processing; and
 - (v) Revocation of the Authority to Operate (ATO), if applicable.
- (4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.
- (5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800-88, Guidelines for Media Sanitization. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800-88, Guidelines for Media Sanitization, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that

may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

I.17 3052.204-73 NOTIFICATION AND CREDIT MONITORING REQUIREMENTS FOR PERSONALLY IDENTIFIABLE INFORMATION INCIDENTS (JUL 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);

(ii) Date of birth (month, day, and year);

(iii) Citizenship or immigration status;

(iv) Ethnic or religious affiliation;

(v) Sexual orientation;

(vi) Criminal history;

(vii) Medical information; and

(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the

Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

- (2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.
- (3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:
 - (i) A brief description of the incident;
 - (ii) A description of the types of PII or SPII involved;
 - (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
 - (iv) Steps individuals may take to protect themselves;
 - (v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
 - (vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

- (1) Provide notification to affected individuals as described in paragraph (b).
- (2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:
 - (i) Triple credit bureau monitoring;
 - (ii) Daily customer service;
 - (iii) Alerts provided to the individual for changes and fraud; and
 - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.
- (3) Establish a dedicated call center. Call center services shall include:
 - (i) A dedicated telephone number to contact customer service within a fixed period;
 - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
 - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
 - (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
 - (v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
 - (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

I.18 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.]

(a) Provisions.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

3052.247-70 F.o.B. Origin Information.

Alternate I

Alternate II

3052.247-71 F.o.B. Origin Only.

3052.247-72 F.o.B. Destination Only.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-71 Contractor Employee Access.

Alternate I

Alternate II

3052.204-72 Safeguarding of Controlled Unclassified Information.

Alternate I

3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.

3052.205-70 Advertisement, Publicizing Awards, and Releases.

Alternate I

3052.209-72 Organizational Conflicts of Interest.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

3052.216-71 Determination of Award Fee.

3052.216-72 Performance Evaluation Plan.

3052.216-73 Distribution of Award Fee.

3052.219-71 DHS Mentor Protégé Program.

[X] 3052.228-70 Insurance.

[] 3052.236-70 Special Provisions for Work at Operating Airports.

[X] 3052.242-72 Contracting Officer's Representative.

(End of clause)

I.19 52.204-23 - PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 20-05)

(a) Definitions. As used in this clause --

“Covered article” means any hardware, software, or service that –

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall

describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

I.20 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)

(a) *Definitions*. As used in this clause --

“*Backhaul*” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

“*Covered foreign country*” means The People’s Republic of China.

“*Covered telecommunications equipment or services*” means --

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“*Critical technology*” means --

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled --
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing --

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause --

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.21 52.219-14 LIMITATIONS ON SUBCONTRACTING (JULY 2023) (DEVIATION JULY 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition*. *Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

- (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to--

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

- (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
- (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
- (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(3) General construction. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

(4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –

[Contracting Officer check as appropriate.]

- By the end of the base term of the contract and then by the end of each subsequent option period; or
- By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

I.22 52.222-55, MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (OCT 2023)(DEVIATION 24-02)

(a) *Definitions.* As used in this clause--

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker--

(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) *Executive Order Minimum wage rate.* (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

- (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
- (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
- (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
- (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

- (i) Contracts or subcontracts to which the States of Texas, Louisiana, or Mississippi, including their agencies, are a party;
- (ii) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
- (iii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

- (A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);
- (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and
- (C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.
- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

- (i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- (j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

I.23 52.224-3 PRIVACY TRAINING – ALTERNATE I (DEVIATION)

- (a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) *Circular A-130, Managing Federal Information as a Strategic Resource*).
- (b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--
 - (1) Have access to a system of records;
 - (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
 - (3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).
- (c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.
- (d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.
- (e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.
- (f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will --
 - (1) Have a system of records;
 - (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information; or
 - (3) Design, develop, maintain, or operate a system of records.

(End of clause)

I.24 CONTRACT TYPE (OCT 2008)

This is a FIRM FIXED PRICE/ TIME AND MATERIALS.

[End of Clause]

I.25 PRICING PROVISIONS FOR TASK ORDER OR BLANKET PURCHASE AGREEMENT ISSUED UNDER A FEDERAL SUPPLY SCHEDULE (JUN 2005)

"This task order/Blanket Purchase Agreement (BPA) is placed under the terms and conditions of the GSA Federal Supply Schedule contract identified herein. The contractor warrants that, throughout performance, the prices charged the Government shall be as low as, or lower than, those charged the contractor's most favored customers and that the Government shall never be charged more under this order than the offeror/contractor's current GSA schedule rates, or the rates contained in the task order schedule, whichever are lower.

If this order contains options for additional periods of performance, U.S. Customs & Border Protection (CBP) will invoke the option only if the offeror/contractor maintains a current GSA schedule. Unilateral options will not be invoked if the rates indicated in the task order schedule for the option are higher than current GSA schedule rates, but may be invoked bilaterally at the offeror/contractor's current GSA rates. The contractor shall provide notice to the Government of any proposed and/or approved change to the GSA schedule rates. Failure to comply with the provisions of this price warranty may be cause for termination of the order and the offeror/contractor may be required to adjust their billing and/or reimburse the Government for any charges invoiced in violation of the price warranty."

[End of Clause]

I.26 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from AUGUST 15, 2024 through MAY 13, 2025.

[End of Clause]

I.27 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

I.28 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (AUG 2022)

Beginning April 11, 2016, payment requests for all new awards must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]:

- detailed invoices _____
- fuel receipts _____
- toll receipts _____

The IPP was designed and developed for Contractors to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting IPPCustomerSupport@fms.treas.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Supplementary Terms and Conditions)

I.29 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

I.30 SECURITY PROCEDURES (AUG 2022)

I. PERSONNEL SECURITY

A. CBP Suitability Requirements

1. All Contractor Employees requiring access to CBP facilities and its information technology networks and systems must undergo an investigation to determine suitability for employment. Based on the position sensitivity designation, OPR/Personnel Security Division initiates either a T4 or T5 Background Investigation in accordance with CBP Personnel Security Handbook, HB 1400-07A.
2. Contractor Employees who require access to DHS IT systems or development, management, or maintenance of those systems must be U.S. citizens in accordance with DHS Instruction 121-01-007-01, Revision 1, Chapter 2, Personnel Security Program Standards, § 13, and Citizenship Requirements, § 13F. (Lawful Permanent Resident status is not acceptable in this case). A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01, Revision 01.
3. Provided the requirements of DHS Instruction Handbook 121-01-007-01 are met as outlined in paragraph I.B.1, below, Contractor Employees requiring access to CBP facilities, sensitive information or information technology resources are required to have a favorably adjudicated Tier 4 (T4) or Tier 5 (T5) background investigation (U.S. Office of Personnel Management (OPM), Suitability Executive Agent and the Director of National Intelligence (DNI), Security Executive Agent, Federal Investigative Standards, December 2012, or its successor), prior to commencing work on this contract, as outlined in the applicable requirements document, such as a Statement of Work (SOW) or Performance Work Statement (PWS). Exceptions shall be approved on a case-by-case basis with the Contractor Employee's access to facilities, systems, and information limited until the Contractor Employee receives a favorably adjudicated T4 or T5. A favorably adjudicated T4 or T5 shall include various aspects of a Contractor Employee's life, including employment, education, residences, police, and court inquires, credit history, and national agency checks.
4. For contracts requiring Contractor Employees to possess a CBP suitability upon contract inception, the following is applicable: The Contractor shall submit, within ten (10) working days after award of the contract, a list containing the full legal name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated T4 or T5 background investigations that meet federal investigation standards (as mandated in the SOW/PWS). These individuals will be considered for "reciprocity" as applicable (reference CBP Form 78 – BIRD). For contracts not requiring Contractor Employees to possess a CBP suitability upon contract inception, the following is applicable: The Contractor shall require Contractor Employee candidates, needing a T4 or T5 background investigation for the contract, to submit information and documentation requested by CBP to initiate the background investigation process immediately upon request by CBP.
5. Background Investigation information and documentation are submitted by proper completion of standard federal and agency forms provided by the COR, such as Electronic Questionnaires for Investigations Processing (e-QIP),

Electronic Fingerprint Submission, CBP Form 78-Background Investigation Requirements Determination (BIRD) Form, Fair Credit Reporting Act (FCRA), Non-Disclosure Agreement (NDA), a Contractor Employee initial Background Investigation Form (CBP Form 77) (Sections A and B), and relevant "clearance" documents (if applicable), etc. The Contractor is responsible for ensuring all Contract Employee candidates complete the Electronic Questionnaire for Investigations Processing (e-QIP) and Electronic Fingerprints using their full legal name, correct SSN and ensuring these actions are completed in a timely manner, within 30 days of e-QIP initiation. The Contractor is also responsible for ensuring all Contract Employee candidates respond to phone calls and check their emails regularly for communications from the CBP Security Office and/or the field investigator for any necessary actions. The appropriate forms, to include "clearance" documents if applicable, must be submitted to the COR assigned to the contract, and the COR shall forward the completed forms to the CBP security official that will review the information for completeness and begin the adjudication and "clearance" (if applicable) process. Any Contract Employee candidate who fails to comply after multiple requests and attempts to reach them will be discontinued from the Background Investigation process. The Contractor shall then propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of the discontinued Contract Employee candidate.

6. CBP cannot provide a standard completion time for a T4 or T5 background investigation as many scenarios affect CBP's ability to process an individual. During the term of this contract, the Contractor is required to provide the names of its employees who successfully complete the CBP T4 or T5 process to the CO and COR. Failure of any Contractor Employee to obtain and maintain a favorably adjudicated T4 or T5 shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel Contractor Employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. For contracts requiring Contractor Employees to possess a CBP suitability per SOW/PWS requirements, continuous failure to provide Contractor Employees who meet CBP T4 or T5 requirements may be cause for termination of the contract (refer #4).

B. Security Clearance Requirements

1. Contractor Employees who require access to classified information must be U.S. citizens or have Lawful Permanent Resident (LPR) status in accordance with DHS Instruction Handbook 121-01-007-01, Rev. 01, the Department of Homeland Security Personnel Security, Suitability and Fitness Program, Chapter 2, Personnel Security Program Standards, § 13, Citizenship Requirements. A waiver may be granted, as outlined in Chapter 2, § 14 of DHS Instruction Handbook 121-01-007-01.
2. For contracts requiring Contractor Employees to possess a security clearance upon contract inception, the following is applicable: The Contractor shall submit, within ten (10) working days after award of the contract, a list containing the full legal name, social security number, place of birth (city and state), and date of birth of employee candidates who possess favorably adjudicated T5 background investigations that meet federal investigation standards (as mandated in the SOW/PWS). These individuals will be considered for "reciprocity" as applicable (refer to CBP Form 78 – BIRD). For contracts not requiring Contractor Employees to possess a security clearance upon contract inception, the following is applicable: The Contractor shall require Contractor Employee candidates, needing a T4 or T5 background investigation for the contract, to submit information and documentation requested by CBP to initiate the background investigation process immediately upon request by CBP.
3. Background Investigation information and documentation are submitted by proper completion of standard federal and agency forms provided by the COR, such as Electronic Questionnaires for Investigations Processing (e-QIP), Electronic Fingerprint Submission, CBP Form 78-Background Investigation Requirements Determination (BIRD) Form, Fair Credit Reporting Act (FCRA), Non-Disclosure Agreement (NDA), a Contractor Employee Initial Background Investigation Form (CBP Form 77) (Sections A and B), and relevant "clearance" documents (if applicable), etc. The Contractor is responsible for ensuring all Contract Employee candidates complete the Electronic Questionnaire for Investigations Processing (e-QIP) and Electronic Fingerprints using their full legal name, correct SSN and ensuring these actions are completed in a timely manner, within 30 days of e-QIP initiation. The Contractor is also responsible for ensuring all Contract Employee candidates respond to phone calls and check their emails regularly for communications from the CBP Security Office and/or the field investigator for any necessary actions. The appropriate forms, to include "clearance" documents if applicable, must be submitted to the COR assigned to the contract, and the COR shall forward the completed forms to the CBP security official that will review the information for completeness and begin the adjudication and "clearance" (if applicable) process. Any Contract Employee candidate who fails to comply after multiple requests and attempts to reach them will be discontinued from the Background Investigation process. The Contractor shall then propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of the discontinued Contract Employee candidate.

4. CBP cannot provide a standard completion time for a T4 or T5 background investigation as many scenarios affect CBP's ability to process an individual. During the term of this contract, the Contractor is required to provide the names of its employees who successfully complete the CBP T4 or T5 process to the CO and COR. Failure of any Contractor Employee to obtain and maintain a favorably adjudicated T4 or T5 shall be cause for dismissal. For key personnel, the Contractor shall propose a qualified replacement employee candidate to the CO and COR within 30 days after being notified of an unsuccessful candidate or vacancy. For all non-key personnel Contractor Employees, the Contractor shall propose a qualified replacement employee candidate to the COR within 30 days after being notified of an unsuccessful candidate or vacancy. The CO/COR shall approve or disapprove replacement employees. Continuous failure to provide Contractor Employees who meet CBP T4 or T5 requirements may be cause for termination of the contract.

C. Contractor Tracking System

1. All Contractor Employees must be entered into the current agency Contractor Tracking System (CTS) database by the COR or Alternate COR. Additionally, the COR/ACOR shall maintain current, accurate and complete data for Contractor Employees during their performance on the contract. The Contractor Project Manager (CPM) shall provide timely start information to the CO/COR or designated government personnel to initiate the CTS entry. Other relevant information will also be needed for Contractor Employee record submission in the CTS database such as, but not limited to, the Contractor Employee's legal name, brief job description, labor rate, Hash ID, schedule, and location. The CO/COR or designated government personnel shall provide the CPM with instructions for providing required information.
2. The CO/COR may designate responsibility for out-processing to the CPM. The CPM must have an active CBP Background Investigation (BI) and an Active Directory (AD) account (i.e., email, etc.) within the agency. CPM shall provide Contractor Employee departure/separation date and reason for leaving to the CO/COR in accordance with CBP Directive 1210-007B, Tracking of Contractor Employees. Failure by the CPM to provide timely notification of Contractor Employee departure/separation in accordance with the contract requirements shall be documented and considered when government personnel complete a Contractor Performance Report (under Business Relations) or other performance related measures.

II. CONTROLS

A. Access Controls.

1. The Contractor Employee shall comply with the U.S. Customs and Border Protection's (CBP) administrative, physical, and technical security controls to ensure that the Government's security requirements are met.
2. All Contractor Employees under this contract must wear identification access badges when working in CBP facilities. Prior to Contractor Employees' departure/separation, all badges, valid HSPD-12 compliant Personal Identity Verification (PIV) card, building passes, parking permits, keys, and pass cards must be returned to the Contracting Officer's Representative (COR). The COR shall immediately notify the cognizant Physical Security official to ensure that access to all buildings, and facilities, and network are revoked. NOTE: For contracts within the National Capitol Region (NCR), the Office of Professional Responsibility, Security Management Division (OPR/SMD) shall be notified immediately, if building access is revoked.
3. Contractor Employees in possession of a valid HSPD-12 compliant PIV card are authorized to access Department Headquarters and DHS Component Headquarters while on official business, in accordance with DHS Instruction Manual # 121-01-011-01, Revision # 00.
4. Contractor Employees may be subject to random security screening upon entering certain CBP facilities.
5. Contractor Employees who do not have their PIV cards must sign-in at lobby guard desk, and show a federal, state, or local government-issued photo identification (e.g., driver's license that meets the requirements of the REAL ID Act of 2005, US passport, US military ID card, Tribal ID, or Permanent Residence card).

B. Visitor Security Management.

1. Visitors accessing any DHS Headquarters or DHS Component Headquarters facilities are subject to a criminal history check utilizing the National Crime Information Center (NCIC) system, except as stipulated elsewhere in DHS Instruction Manual # 121-01-011-01, Revision # 00.

2. All visitors requesting access to CBP facilities are required to sign-in at designated visitor location, depending on the facility's resources. Visitors are required to show a federal, state, or local government-issued photo identification (e.g., driver's license that meets the requirements of the REAL ID Act of 2005, US passport, US military ID card, Tribal ID, or Permanent Residence card), unless otherwise directed by the Facility Security Manager (FSM) or CBP Assistant Technical Representative (ATR).
3. Visitors must be escorted to their intended CBP destination by CBP employees or CBP contractors with a valid CBP-issued PIV card capable of operating the turnstiles. Supplemental access cards cannot be used for escorting purposes without a valid CBP-issued PIV card.
4. Visitor passes will be issued only at designated locations and/or entrances. All visitors are required to pass through screening at the designated entrances. All visitors must be escorted back to the security desk by a CBP employee or CBP contractor.

III. INFORMATION SECURITY REQUIREMENTS

A. Managing Sensitive Security Information.

1. Work under this contract may require access to sensitive information as defined under Homeland Security Acquisition Regulation (HSAR) Clause 3052.204-71, Contractor Employee Access, included in the solicitation/contract. The Contractor Employee shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the CO.
2. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract.
3. All services provided under this contract must be compliant with the Department of Homeland Security (DHS) information security policy identified in DHS Sensitive Systems Policy Directive 4300A, v.13.1, DHS Sensitive Systems Handbook 4300A, v.12.0, or latest available version, and CBP Information Security Handbook (HB 1400-04A).
4. Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

- Any information that is designated “sensitive” or subject to other controls, safeguards, or protections in accordance with subsequently adopted homeland security information handling procedures.

B. Managing Classified Information.

1. Contracts requiring contractor employees to access Classified National Security Information, completion of the DD Form 254 (Contract Security Classification Specification) is necessary for the Contractor (the company) to establish and have on record. Additionally, FAR Clause 52.204-2, Security Requirements, must be included in the solicitation and contract. If desired, a Solicitation DD Form 254 can be added to the solicitation package. Contact the Security Management Division (SMD) for assistance at: cbpsecurity@cbp.dhs.gov.
2. For additional information about the National Industrial Security Program (NISP) please visit the Defense Counterintelligence and Security Agency website and search for The NISPOM Rule.

IV. GENERAL SECURITY RESPONSIBILITIES

1. The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS CBP regulations identified in this clause. The contractor shall ensure that its employees apply proper business practices in accordance with the specifications, directives, and manuals required for conducting work under this contract. Applicable Contractor Employees shall be responsible for physical security of work areas and CBP furnished equipment issued under this contract.
2. The CO/COR may require the Contractor to prohibit its employees from working on this contract if continued employment becomes detrimental to the public’s interest for any reason including, but not limited to carelessness, insubordination, incompetence, or security concerns.
3. Upon completion of this contract, the Contractor Employee shall return all sensitive information used in the performance of the contract to the CO/COR. The Contractor shall certify, in writing, that all sensitive and non-public information have been purged from any Contractor-owned system.
4. All Government furnished information must be protected to the degree and extent required by local rules, regulations, and procedures. The Contractor Employee shall comply with all security policies contained in CBP Handbook 1400-05D, v.7.0, Information Systems Security Policies and Procedures Handbook, or latest available version.

V. NOTIFICATION OF CONTRACTOR EMPLOYEE CHANGES

1. The Contractor or CPM shall notify the CO/COR via phone or electronic transmission, immediately after a personnel change becomes known or no later than five (5) business days prior to departure of the Contractor Employee. Telephone notifications must be immediately followed up in writing. CPM’s notification shall include, but is not limited to name changes, resignations, terminations, and reassessments to another contract.
2. The CPM shall notify the CO/COR and program office (if applicable) in writing of any proposed change in access requirements for its employees at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed change.

VI. NON-DISCLOSURE AGREEMENTS

As part of the background investigation package, Contractor Employees are required to execute and submit a Non-Disclosure Agreement (DHS Form 11000-6) as a condition to perform on any CBP contract.

[End of Supplementary Terms and Conditions]

I.31 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (AUG 2022)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirement is considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates

that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:

- a. Felony convictions within the past 36 months: An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
- b. Pending/open/unresolved criminal charges of any nature: An acceptable means of obtaining information related to unresolved criminal charges is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.
- c. Illegal drug use within the past 12 months: An acceptable means of obtaining information related to drug use is through employee self-certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
- d. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months: An acceptable means of obtaining information related to misconduct is through employee self-certification, by public records check, or other reference checks conducted in the normal course of business.

2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username, and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Supplementary Terms and Conditions]

I.32 PREVENT, DETECT AND RESPOND TO SEXUAL ABUSE AND ASSAULT IN CONFINEMENT FACILITIES (FEB 2017)

1. As prescribed by the Prison Rape Elimination Act (PREA) of 2003, 44 U.S.C. § 15601 et. seq., the Contractor shall comply with the Department of Homeland Security (DHS) "Standards to Prevent, Detect and Respond to Sexual Abuse and Assault in Confinement Facilities," codified at 6 C.F.R. Part 115 (the Regulations), for preventing, detecting and responding to sexual abuse and assault within U.S. Customs and Border Protection (CBP) holding facilities¹, whether owned, operated or contracted. The contractor shall also comply with all applicable Federal PREA standards and all applicable DHS and CBP policies implementing PREA.
2. In addition to the general requirements of the above PREA standards and policies, the Contractor further acknowledge the following specific roles and responsibilities in complying with the Regulations:
 - a. Detainee Supervision (6 CFR § 115.113): Ensure sufficient supervision of detainees to protect detainees against sexual abuse.
 - b. Juveniles and Family Requirements (6 CFR § 115.114): Ensure juvenile and family detainees are afforded the appropriate protections.
 - c. Cross-Gender Viewing and Searches (6 CFR § 115.115): Implement proper procedures for cross-gender viewing and searches.
 - d. Accommodations for Limited English Proficient (LEP) Detainees and Those with Disabilities (6 CFR § 115.116): Ensure reasonable measures are taken to ensure detainees who are limited English proficient, and those detainees with disabilities, are given equal access to programs and services at the facility.

- e. Hiring and Promotion (6 CFR § 115.117): Ensure no contractors are hired or promoted who have a substantiated history of sexual abuse/assault and that all contractors who may have contact with detainees are required to undergo a background investigation prior to hiring.
- f. Training (6 CFR § 115.131): Ensure training of all contractors who may have contact with holding facility detainees to be able to fulfill their responsibilities under the Regulations, including training on:
 - (1) The agency's zero-tolerance policies for all forms of sexual abuse;
 - (2) The right of detainees and employees to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (3) Definitions and examples of prohibited and illegal sexual behavior;
 - (4) Recognition of situations where sexual abuse may occur;
 - (5) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing such occurrences;
 - (6) Procedures for reporting knowledge or suspicion of sexual abuse;
 - (7) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees; and
 - (8) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.

Confirmation that all contractors who may have contact with holding facility detainees have completed this training must be submitted to the contracting officer, or the contracting officer's designee, and maintained for a least five (5) years.

- g. Risk Assessment (6 CFR § 115.141): Ensure detainees are assessed for risk of victimization or abusiveness and implement protective measures, as appropriate and available.
- h. Immediate Notification (6 CFR § 115.161): Ensure contract staff report immediately to CBP officials any knowledge, suspicion, or information regarding an incident of sexual abuse or assault that occurred; retaliation against individuals who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
- i. Corrective Actions (6 CFR § 115.177): Contractor personnel suspected of perpetrating sexual abuse shall be prohibited from contact with detainees. Contractors suspected of perpetrating sexual abuse may be removed from all duties requiring detainee contact pending the outcome of an investigation, as appropriate. Contractor shall notify the contracting officer, or contracting officer's designee, identified in the contract within 24 hours of the discipline, removal, termination, or resignation of the suspected employee.

3. The Contractor acknowledges that, in addition to self-monitoring requirements, CBP will conduct third party audits of holding facilities, announced or unannounced, to include on-site monitoring. The Contractor is required to make contract staff available to auditors and agency personnel for interviews, site inspection, and provide relevant documentation to complete a thorough audit of the facility.

4. At all times, the Contractor shall adhere to the standards set forth in the Regulations. Failure to comply with the Regulations may result in termination of the contract.

¹ HOLDING FACILITY: The Regulations define the term "*holding facility*" as a facility that contains holding cells, cell blocks, or other secure enclosures that are: (1) under the control of the agency; and (2) primarily used for the short-term confinement of individuals who have recently been detained, or are being transferred to or from a court, jail, prison, other agency, or other unit of the facility or agency.

(End of Clause)

I.33 INFORMATION TECHNOLOGY SECURITY AWARENESS TRAINING (JULY 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

- (1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.
- (2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

U.S. Department of Homeland Security

Customs and Border Protection



Performance Work Statement (PWS) For Southwest Border (SWB)

Arizona/California Corridor (ACC)

Ground Transportation and Facility Guard Services

TABLE OF CONTENTS

1	INTRODUCTION.....	7
1.1	OBJECTIVE	7
1.2	BACKGROUND	7
2	SCOPE	8
3	APPLICABLE DOCUMENTS.....	12
3.1	RULES AND REGULATIONS.....	12
3.2	CONFLICTS OF LAWS OR STANDARDS	13
4	TASK AREA 1 – PROGRAM MANAGEMENT	13
4.1	DELIVERABLES AND DELIVERY SCHEDULE.....	13
4.2	STAFFING AND RETENTION PLAN	15
4.2.1	PROGRAM MANAGER	16
4.2.2	PROGRAM QUALITY CONTROL MANAGER.....	16
4.2.3	SECTOR MANAGER	16
4.2.4	HUMAN RESOURCE COORDINATOR	17
4.3	PROGRAM MANAGEMENT PLAN.....	17
4.4	LOGISTICS SUPPORT PLAN	19
4.5	QUALITY ASSURANCE SURVEILLANCE PLAN.....	19
4.6	GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION.....	20
4.7	EMPLOYEE CONDUCT	20
4.8	PERSONNEL QUALIFICATION STANDARDS	21
4.9	HEALTH REQUIREMENTS	21
4.10	REMOVAL FROM DUTY	22
4.11	TOUR OF DUTY RESTRICTIONS	23
4.12	DUAL POSITIONS	23
4.13	PERSONNEL RECORDS	23
4.14	UNIFORMS	23
4.15	IDENTIFICATION CREDENTIALS.....	24
4.16	PERMITS AND LICENSES.....	25
4.16.1	BUSINESS PERMITS AND LICENSES	25
4.16.2	LICENSING OF EMPLOYEES	25
4.17	ENCROACHMENT	25
4.18	WORK REQUIREMENTS	26
4.18.1	STARTING AND STOPPING WORK	26
4.18.2	RECORDING PRESENCE.....	26

4.18.3	CONTRACT RELIEF.....	26
4.19	SECURITY	27
4.19.1	CONTROLS.....	27
4.19.2	IDENTIFICATION BADGES	27
4.19.3	SECURITY BACKGROUND DATA	27
4.19.4	NOTIFICATION OF PERSONNEL CHANGES.....	28
4.19.5	SEPARATION PROCEDURES	28
4.19.6	GENERAL SECURITY RESPONSIBILITIES DURING PERFORMANCE	28
4.20	TRAINING	28
4.20.1	GENERAL TRAINING REQUIREMENTS	28
4.20.2	ON THE JOB TRAINING	29
4.20.3	REFRESHER TRAINING.....	30
4.20.4	SUPERVISORY TRAINING	30
4.20.5	PRISON RAPE ELIMINATION ACT (PREA)	30
4.20.6	PROFICIENCY TESTING	31
4.20.7	CERTIFIED INSTRUCTORS	31
4.20.8	TRAINING DOCUMENTATION.....	31
4.20.9	FIREARMS REQUIREMENTS	31
4.20.10	POST SECURITY AND CONTROL	33
4.21	POST SECURITY AND CONTROL.....	34
5	TASK AREA 2 – PERFORMANCE REQUIREMENTS	35
5.1	MISSION ACHIEVEMENT	35
5.1.1	OPERATIONAL RESPONSIVENESS.....	35
5.1.2	ROUTE CHANGE IMPLEMENTATION.....	35
5.2	MONTHLY SECTOR TRANSPORTATION PLAN	36
5.3	OPERATIONAL CAPABILITY REQUIREMENTS	36
5.3.1	TRANSPORTATION AND FACILITY GUARD SERVICES.....	36
5.3.2	OPERATIONAL AVAILABILITY	38
5.3.3	MISSION SUPPORT SURGE CAPABILITY	39
5.3.4	MOBILE TRANSPORT RESPONSE TEAM CAPABILITY.....	39
5.3.5	MEETINGS, CONFERENCES, AND BRIEFINGS	40
5.4	TECHNICAL REQUIREMENTS	41
5.4.1	USE OF ONE VS. TWO TRANSPORTATION OFFICERS (TO).....	41
5.4.2	CUSTODY OF DETAINEES	43
5.4.3	USE OF RESTRAINTS	43

5.4.4	TRANSPORTATION	43
5.4.5	TRANSPORTATION TEAM(S)	44
5.4.6	ANTICIPATED TRANSPORT ROUTES.....	44
5.4.7	STOPS.....	44
5.4.8	VEHICLE INTERIOR SECURITY SPECIFICATIONS	44
5.4.9	VEHICLE OPERATING CONDITION, SECURITY, AND CLEANLINESS (EXTERIOR AND INTERIOR).....	47
5.4.10	OPERATING THE CONTRACTOR OWNED VEHICLE.....	48
5.4.11	PRE-DEPARTURE AND SECURITY CHECK FOR CONTRACTOR OWNED VEHICLE	49
5.4.12	USE OF PRIVATELY OWNED VEHICLES	50
5.4.13	BEING ARMED WHILE IN THE SECURED (CAGED) PORTION OF VEHICLE	50
5.4.14	TRANSPORTATION OFFICER SECURITY OBJECTIVES AT MEDICAL FACILITIES	50
5.4.15	COMMUNICATION SYSTEMS	52
5.4.16	IMMEDIATE MEDICAL ATTENTION	52
5.4.17	SECURE DOCUMENT DELIVERY	52
5.4.18	LANGUAGE SKILLS	53
5.4.19	CITIZENSHIP AND RESIDENCY FOR EMPLOYEES.....	53
5.4.20	DETAINEE PERSONAL PROPERTY MANAGEMENT.....	53
5.4.21	LOADING A CONTRACTOR OWNED VEHICLE	55
5.4.22	VEHICLE OPERATIONS	56
5.4.23	RESPONSIBILITIES EN ROUTE	57
5.5	SCHEDULE, TRACKING, AND REPORTING SYSTEM.....	58
5.5.1	WEEKLY STATUS REPORT.....	59
5.5.2	METRICS REPORTING SYSTEM.....	59
5.6	FUEL SAVINGS PLAN	60
5.7	PROFESSIONALISM, SAFETY, AND SECURITY	61
5.7.1	PERSONNEL QUALIFICATION COMPLIANCE	61
5.7.2	POLICIES AND PROCEDURES COMPLIANCE	61
5.7.3	SAFETY RECORD.....	62
5.7.4	PROFESSIONALISM.....	62
5.8	STANDARD OPERATING PROCEDURES (SOPs).....	63
5.9	COMMUNICATIONS AND NOTIFICATIONS.....	63
5.9.1	FOLLOW-UP INCIDENT REPORTING.....	64
5.9.2	INVESTIGATION REPORTS.....	65

5.9.3	VEHICLE ACCIDENT REPORTS	65
5.9.4	DETAINEE ESCAPES OR ATTEMPTS TO ESCAPE WHILE UNDER THE CONTRACTOR'S CARE AND CUSTODY	65
5.9.5	MISSION-IMPACTING MECHANICAL VEHICLE PROBLEMS.....	66
5.9.6	USE OF FORCE	67
5.9.7	TERRORISM	67
5.9.8	OTHER REPORTABLE INCIDENTS	68
5.10	RISK MITIGATION.....	69
5.11	EMERGENCY SITUATIONS.....	69
5.11.1	ATTACK.....	70
5.11.2	ESCAPE FROM A TRANSPORTATION VEHICLE	70
5.11.3	ATTEMPTED ESCAPE/ESCAPE FROM A GOVERNMENT FACILITY	70
5.11.4	HOSTAGES	70
5.11.5	ILLNESS	71
5.11.6	DEATH	71
5.11.7	FIRE	71
5.11.8	RIOTS	71
5.11.9	NATURAL DISASTERS.....	71
5.12	ESCAPES.....	71
5.13	ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH).....	72
5.13.1	DISTURBANCES AND SAFETY	73
5.13.2	SEXUAL ABUSE PREVENTION AND REPORTING	73
5.13.3	INJURY, ILLNESS, AND REPORTS.....	73
5.13.4	PROTECTION OF EMPLOYEES.....	74
5.13.5	EMERGENCY MEDICAL EVALUATION	74
5.13.6	DETAINEE DEATH OR INJURY	74
6	PLACE OF PERFORMANCE	74
7	PERIOD OF PERFORMANCE	75
8	SPECIAL CONSIDERATIONS	75
8.1	CHANGES TO THE PWS	75
8.2	TRAVEL.....	75
8.3	NON-DISCLOSURE OF INFORMATION	75
9	APPENDICES	76
9.1	APPENDIX A – OPERATIONAL AVAILABILITY HOURS FOR CBP MISSION SUPPORT BASE.....	76
9.2	APPENDIX B – TRANSPORTATION PLAN FOR CBP MISSION SUPPORT BASE....	77

9.3	APPENDIX C – MISSION SUPPORT BASE ROUTE TABLE DEFINITIONS	78
9.4	APPENDIX D – OPERATIONAL AVERAGE ROUTE FOR CBP MISSION SUPPORT BASE	82
9.5	APPENDIX E – LIST OF ACRONYMS	84
9.6	APPENDIX F – e-QIP PROCESS IMPLEMENTATION PLAN REQUIREMENTS	85
9.7	APPENDIX G – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	85
9.8	APPENDIX H – MINIMUM NUMBER OF SUPERVISORY PERSONNEL PER SWB SECTOR	85
9.9	APPENDIX I – SAMPLE FORM I-216 MANIFEST OF PERSONS AND PROPERTY TRANSFERRED.....	88

1 INTRODUCTION

1.1 OBJECTIVE

The objective of this contract is for the provision, operation, and management of the transportation and protection of detainees for Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP).

This Performance Work Statement (PWS) describes a performance-based work environment in terms of “what” the required transportation service outputs are, rather than “how” to perform the work. This PWS also attempts to create a government-contractor relationship that promotes the achievement of mutually beneficial goals and a partnership environment.

CBP will monitor the contractor using a Quality Assurance Surveillance Plan (QASP). The goal of this PWS is for the contractor to establish a quality customer-focused multi-functional team that meets the needs of CBP.

1.2 BACKGROUND

As a component of the United States (U.S.) Department of Homeland Security (DHS), Customs and Border Protection (CBP) is responsible for protecting our Nation’s borders to prevent terrorists and terrorist weapons from entering the U.S., while enhancing security, and facilitating the flow of legitimate trade and travel. CBP is responsible for the detection and apprehension of individuals who are inadmissible or who attempt to unlawfully enter the U.S.; stemming the flow of drugs and other contraband; protecting our agricultural and economic interests from harmful pests and diseases; protecting American business from theft of their intellectual property; and regulating and facilitating international trade, collecting import duties, and enforcing U.S. trade laws. In 2022, CBP total apprehensions were 2,378,679. Most of all apprehensions occur within the CBP Southwest Border (SWB) Sectors and Field Offices, which average 6,517 detainees per day that require transportation and guard services.

Supporting this responsibility, CBP has identified requirements for detainee transportation and facility guard service capabilities that minimize the use of frontline agents and officers to perform guard and detainee transportation duties. These capabilities must deploy the most efficient mix of detention vehicles and human resources capable of adjusting to changes in transportation demand that may vary by shift, day, week, or season. The solution includes the use of Contractor support to provide the detainee transportation services to redirect agents and officers toward more traditional law enforcement duties. Contract support must strike a proper balance in terms of timeliness and efficiency when responding to the unique demands of frontline agents and officers.

This program supports operational mission requirements established by the Office of Border Patrol (OBP) and Office of Field Operations (OFO), both within CBP. Throughout this PWS, the term “Government” is used interchangeably with CBP.

2 SCOPE

The Contractor shall provide performance-based transportation and facilities guard services to include medical escort services. The Contractor shall provide all transportation services required to transport detainees securely to locations as directed by the COR or designated CBP official in accordance with the Performance Based National Detention Standards (PBNDS). These standards can be found here: <https://www.ice.gov/detain/detention-management/2019>. Transportation services will include escort, guard, and transport services for detainees in DHS custody. CBP defines a detainee as any person regardless of citizenship or nationality who is detained by CBP or any other law enforcement agency.

Performance of transportation and facilities guard services to include medical escort services shall be divided into two separate SWB Corridors and one Coastal Corridor:

SWB Corridors:

Arizona/California Corridor (ACC)
Tucson Border Patrol Sector
Yuma Border Patrol Sector
El Centro Border Patrol Sector
San Diego Border Patrol Sector

Transportation services within the above listed SWB Corridor sectors shall be performed utilizing an estimated number of weekly base hours with a projected increase of 25% of the established base hours , (see appendix A Operational Availability Hours for CBP Mission Support Base).

The scope of this contract does not include transportation of violent prisoners. Transportation services will also entail over-the-road transport services. During all transportation activities, at least one officer must be the same sex as the detainee. If a same-sex officer is not available, the transportation mission must be approved by the COR or CBP designated official prior to the service being performed.

The Contractor shall provide vehicles to safely provide the required transportation services and shall comply with all federal, state, and local laws regarding inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide vehicles that have sufficient capacity and restroom availability to meet transportation services standards for the performance of guard duties, including courtroom transportation, detention facility booking transportation, security services, and other related transportation and guard duties.

The Contractor shall establish a fully operational communication system that has direct and immediate contact with all transportation vehicles, post assignments, and CBP officials. The Contractor shall review specific individual requests and create a plan to achieve successful results. The Contractor shall provide full and complete cooperation for any data request, inquiry or investigation conducted by the Government in relation to this contract.

The facilities guard services include escort and guard services of detainees in DHS custody while at a medical treatment facility, courtrooms, detention facilities, and provide security back-up to transportation officer in a vehicle and other guard services as directed by the Contracting Officer's representative (COR) or a Task Order Monitor (TOM) designated by the Contracting Officer (CO).

Throughout this document, the functional title of the contractor position that will perform the required services will be referred to as:

Transportation Officer (TO) – Contractors that provide secure detainee transport, escort, and facility guard services at federal and designated medical facilities. TOs must possess a state-issued Commercial Driver's License (CDL) and guard certification from the state that the TO(s) shall perform duties in.

Note for consideration for onboarding TOs who do not possess all of the required Certifications and/or licensing:

- When it benefits the government (with advance Program Management Office approval), TO(s) who possess at a minimum an armed/unarmed guard certification may be brought onto the contract without a CDL. TO(s) must obtain their CDL within 6 months from the start date on the contract.
- Transportation Officers may be utilized as FGO(s) and/or MEO(s) so long as they meet the minimum state and federal laws and regulations as well as the policies and procedures included in Section 3.

The Transportation Officer shall perform various duties to include but not limited to duties related to detention, safeguarding, security and escort of violators of immigration laws, exercises surveillance over detainees, and maintains order and discipline, attends to sheltering, feeding, and physical well-being of detainees, and guarding detainees at deportation or exclusion hearings.

The mission of the Transportation Program is to provide transportation, escort, and other facilities guard services for detainees in DHS custody. The Contractor shall prepare a Transportation Plan monthly to schedule assignments; however, tasking may change day-to-day based on CBP operations. The types of missions are described as follows:

- **Field to Station** transports occur near the border or from apprehension locations established on known egress routes and end at a CBP station.
- **Station or Port of Entry (POE) to Detention or Removal** transports are conducted after the detainee has been processed. Detainees are transported from Station to Detention or Removal at a POE. This mission includes lateral repatriation across Sectors such as the Alien Transit Exit Program described in Appendix B.
- **Station or POE to Station, POE or Other Destination** transports are after the detainee has been apprehended at a POE or transported to a station, yet the detainee has not been processed and a final disposition of the detainee has not been determined (i.e., the detainee requires transportation to court, medical facility, etc. prior to being returned to the country of origin or held for prosecution).
- **Facilities Guard** services include escort and guard services of detainees in CBP custody while at a medical treatment facility or other DHS facility. These duties shall include, but not be limited to monitoring detainees in custody, serving detainees prepared meals provided by the Government, searching holding cells for weapons or contraband, conducting limited pat-downs, and other guard and transportation services as directed by the Contracting Officer's Representative (COR) or a Task Order Monitor (TOM) designated by the Contracting Officer (CO).

The required services supporting CBP will be performed in the four Southwest Border Patrol sectors of San Diego, El Centro, Yuma, and Tucson, and within their areas of responsibility to include but not limited to Border Patrol stations, Field Offices, Ports of Entry, highway checkpoints, processing centers, hospitals, courts, and detention centers. Services include over-the-road transportation and guarding of foreign nationals (males, females, minors, and Noncitizen Unaccompanied Children (NUC)). Schedules may be identified by a route or identified as a staging point where the transport will be determined, as needed. These services are required 24 hours per day, 7 days per week.

While most transport occurs within the geographic area defined by Sectors, there are several programs requiring transport across Sector boundaries. The Alien Transfer and Exit Program (ATEP) is an example of a program that requires the transport of detainees from the Sector in which they were apprehended to a distant Sector for repatriation or expulsion. Depending on the transport distance, this may be accomplished by a single trip transport or a series of transfers across state lines (California and Arizona). The Contractor shall maintain a minimum of 25% of the full time Transportation Officers, assigned in TCA and a minimum of 50% in YUM, ELC, and SDC, as dual and/or multi state CDL/Armed Guard licensed.

Primary Sector /State	Next State Over
TCA / Arizona	New Mexico / Texas

YUM / Arizona	California
ELC / California	Arizona
SDC / California	Arizona

The Contractor shall be prepared to respond to unexpected situations, such as flooding, fires, or national incidents, if emergency evacuation support is needed by the Government. The Contractor would then follow the USBP Sector Emergency Plan.

Requirements will be expressed in terms of required capability and capacity to allow the vendor to properly resource the contract. For example, Transportation Mission Capacity (e.g., single mission volume) is defined as:

- **Low (Van/ equivalent type transport vehicle):** Transportation vehicle that has a minimum
- transport capacity of 13 detainees
- **Mid (Shuttle/Mini-Bus/or equivalent type transport vehicle):** Transportation vehicle that has a minimum transport capacity of 14 - 32 detainees
- **High (Bus/Motorcoach/or equivalent type transport vehicle):** Transportation vehicle that has a minimum transport capacity of 47 detainees (all High-Capacity Transports shall be equipped with a functional restroom)

Note: Mid Transportation Vehicles will only be approved on a case by case basis and requires the Government's approval (CO, COR and PMO) prior to any deployment and or use. Sector TOM or any other government Agent/Officer/Employee are not authorized to approve the use of the Mid Transportation Vehicles.

The following table illustrates the number of vehicles required (based on their transport capacity) to support each type of transportation mission.

Transportation Mission Capacity	Vehicle Capacity		
	Low	Mid	High
Low: Transportation Missions with 1 – 13 detainees	1	1	1
Mid: Transportation Missions with 14 – 32 detainees	2	1	1
High: Transportation Missions with 14 – 47 detainees	4	2	1

Note – Transportation Mission Capacity: When a high-capacity transport is not available in accordance with the approved Sector Monthly Transportation Plan, the contractor is responsible for supplying CBP with the appropriate number of vehicles required to support the planned transport capacity (at a minimum, 2 vans for every 1 bus or Shuttle/Mini Bus).

Note – the exception to the above table is that routes that are at least three hours in duration

require a high-capacity vehicle.

Note – Determination of minimum capability and capacity (Low/Mid/High) shall be based upon the transportation of adult detainees.

Note – Vehicle capacities are approximate.

Performance requirements are established to focus on outcomes. These include:

- **Operational Responsiveness** – is demonstrated by providing timely transportation and facilities guard services scheduled each month for each Sector, where services begin on time, are completed as directed, and utilizing the proper number and mix of vehicles and personnel.
- **Operational Flexibility** – is demonstrated through accomplishment of ad hoc changes to specific transportation and facilities guard tasks.

Professionalism, Safety and Security – is demonstrated through licensing, certification, and qualification of staff with applicable laws, regulations, policy, and established procedures. The proficiency demonstrated by these items are needed to ensure the safety and security of mission support for the contract staff, detainees, and all others with whom they encounter.

Once contract resources have been initially established for each SWB Sector, resources (Vehicle and/or Labor) shall not be moved or redistributed without written approval from the CBP CO/PMO/COR.

3 APPLICABLE DOCUMENTS:

3.1 RULES AND REGULATIONS

The Contractor shall be knowledgeable with all relevant laws, regulations, policies, and other legal guidance. Although not exhaustive, the following guidance applies:

- CBP Policy, Use of Force and Use of Restraints
- CBP Policy, Approved Escort
- CBP Policy, Secure Detention, Transportation & Escort Procedures at Ports of Entry
- CBP Handbook, Personal Search
- DHS PREA standards (found at 6 C.F.R. Part 115 and <http://www.gpo.gov/fdsys/pkg/FR-2014-03-07/pdf/2014-04675.pdf>)

These, and other documents and updates will be made available to potential bidders by the Contracting Officer via a virtual reading room.

The following non-exhaustive list of Federal regulations also apply to this acquisition:

- Prison Rape Elimination Act of 2003 (codified at 42 U.S.C. §15601 *et seq.*)

- Federal Motor Carrier Safety Regulations, United States Code of Federal Regulations, Title 49, Parts 40, 300-399, and Appendix G to Subchapter B – Minimum periodic inspection standards
- Federal Motor Vehicle Safety Standard, United States Code of Federal Regulations, Title 49, Part 571

3.2 CONFLICTS OF LAWS OR STANDARDS

In the event of a conflict between two or more laws or standards, the more stringent standard shall apply unless the Contracting Officer (CO) specifically directs otherwise in writing. If the Contractor is unable to determine which law or standard is more stringent, the Contractor should consult the CO who will make the determination.

4 TASK AREA 1 – PROGRAM MANAGEMENT

4.1 DELIVERABLES AND DELIVERY SCHEDULE

All deliverables shall be provided to the Government for approval as scheduled below and in accordance with the instructions specified in the corresponding Sub-Task Reference

<i>Item</i>	<i>Deliverable</i>	<i>Timing</i>	<i>Sub-Task Reference</i>	<i>Due To</i>	<i>Format</i>
1	Staffing and Retention Plan	Due with Phase II Proposal Submission	4.2	CO	PDF or MS Word
2	Logistics Plan	Due with Phase II Proposal Submission	4.4	CO	PDF or MS Word
3	Program Management Plan	Due within 30 days of BPA award and updates annually thereafter	4.3	COR and PM	PDF or MS Word
4	Standard Operating Procedures (SOPs)	Due within 30 days of BPA award and annually thereafter. New SOPs provided as required.	5.8	COR and PM	PDF or MS Word
5	Fuel Savings Plan	Due within 30 days of BPA award.	5.6	COR and PM	PDF or MS Word
6	Fuel Saving Report	Quarterly on the 15th of January, April, July, and October for the	5.6	COR and PM	PDF or MS Word

<i>Item</i>	<i>Deliverable</i>	<i>Timing</i>	<i>Sub-Task Reference</i>	<i>Due To</i>	<i>Format</i>
		previous fiscal quarter			
7	Risk Mitigation Plan	As needed, on the 25th calendar day of each month until closed	5.10	COR and PM	PDF or MS Word
8	Sector Transportation Plans	Monthly, on the 25th calendar day of each month	5.2	TOM	MS Excel
9	Notification	Immediate	5.9	COR/PM/TOM/ODS Contracting Officer Contract Specialist Program Manager	Email and verbally (escapes/attempted escapes, vehicle accidents w/detainees on-board)
10	Investigation Reports	Within 24 hours of completion of the investigation	5.9.2	COR/PM/TOM/ODS	PDF or MS Word
11	Vehicle Accident Reports	Within 24 hours of the incident	5.9.3	COR/PM/TOM/ODS	PDF or MS Word
12	Detainee Escapes or Attempts to Escape Report	Within 24 hours of the incident	5.9.4	COR/PM/TOM/ODS	PDF or MS Word
13	Mechanical Vehicle Problem Report	Within 24 hours of the incident	5.9.5	COR/PM/TOM/ODS	PDF or MS Word
14	Use of Force Report	Within 24 hours of the incident	5.9.6	COR/PM/TOM/ODS	PDF or MS Word
15	Terrorism Report	Within 24 hours of the incident	5.9.7	COR/PM/TOM/ODS Contracting Officer	PDF or MS Word
16	Other Reportable Incident Report	Within 24 hours of the incident	5.9.8	COR/PM/TOM/ODS	PDF or MS Word
17	Status Report	Weekly	5.5.1	All users identified by Government	Contractor Format Data exportable to MS Excel
18	Metrics Reporting System	Weekly	5.5.2	All users identified by Government	Contractor Format Data exportable to MS Excel

Item	Deliverable	Timing	Sub-Task Reference	Due To	Format
19	Meetings, Conferences and Briefings Input	As needed, five workdays prior to the meeting, conference or briefing	5.3.5	COR/PM/TOM/ODS Contracting Officer	PDF or MS Word
20	Meetings, Conferences and Briefings Attendance	As needed	5.3.5	n/a	PDF or MS Word
21	Meetings, Conferences and Briefings Reports	Within 2 workdays after the completion of the meeting, conference or briefing	5.3.5	COR/PM/TOM/ODS Contracting Officer	PDF or MS Word
22	Associate Contractor Agreements (ACA)	Agreement shall be submitted for review and approval within 120 days of award and executed within 180 days of award	4.21	COR/PM/TOM/ODS Contracting Officer	PDF or MS Word

4.2 STAFFING AND RETENTION PLAN

Staffing Plan

The Offeror shall provide appropriate staff to meet the Government's requirements. The Offeror shall provide a Staffing Plan that includes the types of personnel and their respective roles, and a summary of the resources, tools, and methods that the Offeror shall utilize to provide the necessary services and performance standards as specified within the PWS. Additionally, the plan shall provide information on how the offeror will onboard and maintain quality staffing for the technical solution.

The Plan shall outline and prescribe how the Offeror shall retain, recruit, and maintain proper staffing levels for the base requirements and its approach to staffing required surge performance. The Offeror shall describe how the Offeror will meet unforeseen staffing challenges in the transportation and guard services operating environment.

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall ensure that employees meet the standards of competency, training, appearance, behavior, and integrity set out below.

The staffing plan of the contractor shall include the following Key Personnel:

4.2.1 PROGRAM MANAGER

An overall Program Manager shall be responsible for all activities outlined in the PWS and must be knowledgeable in all aspects of operations to include overall contract compliance, operational management, process improvement, and contract deliverables. Key responsibilities include: Managing multiple concurrent project tasks, providing expert direction and guidance to subordinates, developing schedules, managing and controlling project resources, and serving as primary point of contact with CBP.

Education/Experience: This individual should have at least 15 years of successful employment history demonstrating a strong ability to manage contracts of a similar size and scope. The Contractor may propose a combination of education, training, and employment history if they are relevant and meet or exceed the 15-year requirement. The individual should have a proven track record of managing relationships with customers at all levels of a large government agency or comparably sized private company. The Program Manager must be in place at the award of the contract.

4.2.2 PROGRAM QUALITY CONTROL MANAGER

An overall Program Quality Control Manager shall be responsible for all compliance activities outlined in the PWS and must be knowledgeable in all aspects of Quality Control/Compliance operations to include overall contract compliance, process improvement, contract deliverables, staff licensing, training, and certifications.

Education/Experience: This individual should have at least 10 years of successful employment history demonstrating a strong ability to manage the Quality and Compliance requirements of contracts of a similar size and scope. Individual should also have a proven track record of managing relationships with customers at all levels of a large government agency or comparably sized private company. The contractor may propose a combination of education, training, and employment history if they are relevant and meet or exceed the 10-year requirement. The Program Quality Control Manager must be in place at the award of the contract.

4.2.3 SECTOR MANAGERS

The Sector Managers shall be responsible for day-to-day activities within each Sector outlined in the PWS and must be knowledgeable in operational transportation contract management.

Education/Experience: This individual should have at least 10 years of successful employment history demonstrating strong management skills. Individual should also have a proven track record of managing staff, scheduling, and customer relations. The contractor may propose a combination of education, training, and employment history if they are relevant and meet or exceed the 10-year requirement. The Sector Managers must be in place at the award of the contract.

4.2.4 HUMAN RESOURCE COORDINATOR

A Human Resource Coordinator will be responsible for staff recruiting and retention, equal opportunity facilitation, onboarding, and candidate screening to include applicant eQIP processing.

Education/Experience: Individual shall be an experienced human resource coordinator with a proven track record of successful employee engagement, staff recruiting and retention, onboarding and customer relations. This individual should have at least 3 years of successful employment history demonstrating recruitment and retention skills. The contractor may propose a combination of education, training, and employment history if they are relevant and meet or exceed the 3-year requirement. The Human Resource Coordinator must be in place at the award of the contract.

4.3 PROGRAM MANAGEMENT PLAN

The Contractor shall develop a Program Management Plan (PMP) for services described in the PWS that provides an integrated Program Management approach that will drive efficiency and process improvement. The Contractor shall submit a Program Management Plan to the COR within 30 days after BPA award. The Program Management Plan shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

The PMP shall include organizational structure, program management systems and procedures, program milestones, schedule of deliverables, responsibilities and authority of senior staff associated with this effort and shall be incorporated into the resultant BPA. The PMP shall outline the methodology for managing tasks, risks, quality, schedule, and business relations. The program management support structure should fully integrate and leverage all skills and work with various functional areas in evaluating existing processes and identifying process improvement opportunities to drive business results (i.e., cost reductions, operational efficiencies, adequate controls, etc.). Separate Appendices will be attached to the PMP to address the following topics:

- **Subcontractor** – management and business relations.
- **Communications** – Internal and external.
- **Staffing** – Describe, quantitatively and qualitatively, manpower requirements to support the capability, i.e., how do you determine the number of employees required to do the work? Identify any manpower constraints. Estimate hours and labor mix for each labor category by Sector (for both key and non-key personnel). Identify qualification criteria for each labor category in terms of skill, experience, and certifications. Provide a matrix of supervisory personnel positions for each Sector that further describes actual qualifications for skill, experience, certifications, and currency. See APPENDIX I for minimum number of supervisory personnel positions for each

SWB Sector.

In addition, provide a résumé for all key personnel that are employed on the contract.

- **Risk Management** – Identify the methodology for identifying operating constraints and plans for reducing risk and achieving performance objectives. Address risk reporting, risk identification, risk quantification and classification, procedures for handling risk, and communication of risks to the Government. Describe procedures for the Contractor to develop and report the status of mitigation activity via a Risk Mitigation Plan for specific risks identified by the Contractor or the Government. Applicable section: 5.10, Risk Mitigation.
- **Training** – Describe the criteria and plan for obtaining timely effective training for operators and maintainers, including the development of training aids, devices, and curricula. Content shall include initial training, and currency training. Applicable section: 4.8, Personnel Qualification Compliance and 5.7.2, Policies and Procedures Compliance.
- **Quality Assurance (QA)** – Describes how the QA and supporting monthly surveillance checklist shall align with the Quality Assurance Surveillance Plan (QASP) for all services. The Contractor shall perform their own monthly assessment of quality, schedule, business relations, and management.
- **Metrics Reporting** – Describe the approach to review operational and other information to contract and program performance. Provide an auditable process for certification and verification of data. This report system permits Government personnel to assess performance against the PWS and review other operational information as specified that measures efficiencies and operational effectiveness. Applicable sections: 5.5.1, Weekly Status Report and 5.5.2, Metrics Reporting System.
- **Transition In and Out** – Identify and discuss the roles and responsibilities of the incumbent Contractor, the new Contractor, and the Government. Provide the rationale to accomplish the plan, its appropriateness, and how well the approach promotes a seamless transition from the incumbent. The plan shall be thorough, providing Sector by Sector details so that there will be minimum disruption to vital Government services. The Contractor shall describe procedures for initial deployment and fielding to meet contract requirements. All employees must be trained commensurate with their duties under the current contract within this transition period.

4.4 LOGISTICS SUPPORT PLAN

The Contractor shall submit a Logistics Support Plan in Phase II of the solicitation. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

The Contractor shall provide a detailed plan of the resources necessary (people, equipment, property, and information technology) to meet the performance requirements and standards, and plan to account for adjustments made during the period of performance as various operational decisions are made based on the existing threat. This includes overarching goals for reliability, availability, and maintainability that translate into specific support and long-range performance. The Logistics Support Plan shall include specific explanations of quantitative and qualitative goals consistent with operational performance standards. The Contractor shall fully describe the supply support concept including the provisioning process, vehicle replacement cycle, and organic or third-party logistics support. The Contractor shall describe the approach for the identification, selection, and acquisition of all required support equipment. The Contractor shall describe to what extent its proposed fleet will use cost-effective vehicles with low greenhouse gas emissions and/or alternative fuel vehicles to comply with the goals established in Executive Order 135693, Planning for Federal Sustainability in the Next Decade (March 19, 2015). As an alternative, the Contractor may describe in detail its plan on how it would achieve these objectives over the life of the BPA and to what degree. The Logistics Support Plan must also include the following components:

- **Fleet Maintenance** – Describe the activities and events to be conducted to achieve maintainability goals including explicit definition of the maintainability goals. Include a detailed description of the maintenance concept, the collection of maintenance data, maintenance activities based on level of complexity (to include preventive maintenance), level of effort and availability of assets.
- **Facilities/Infrastructure** – Describe, quantitatively and qualitatively, facilities and infrastructure requirements to support the capability (transport and contract staff) including any environmental and space allocation constraints. Content will include determinations of facility design and locations to optimize the efficiency of operations.

Applicable sections: 5.1, Mission Achievement, 5.2 Monthly Transportation Plan, 5.6 Fuel Savings Plan, 5.13 ESOH, 5.4 Technical Requirements, and 5.3 Operational Capability Requirements.

4.5 QUALITY ASSURANCE SURVEILLANCE PLAN

Quality Assurance Surveillance Plan: See APPENDIX H.

4.6 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION

The Government will provide Personally Owned Vehicle (POV) parking to contractors that report to duty directly to a CBP facility as space permits per each location. The Government will also provide all contracted detainee transportation vehicles with a designated parking space and/or pick-up/drop-off point at each location. The Contractor is responsible for providing all facilities and equipment and/or parking to include any associated parking fees required to support Contractor daily operations. However, the Contractor is not required to provide detention facilities. All detention services will be performed at Government facilities.

The Government shall provide, when operationally required, government furnished equipment such as electronic devices (smart phone, tablet, and/or data receiving/sending device.)

4.7 EMPLOYEE CONDUCT

The Contractor shall develop and propose standards of employee conduct and corresponding disciplinary actions. Contractor shall provide list of “Code of Conduct” and “Table of Penalties” prior to award of contract.

All employees shall certify in writing that they have read and understand the Contractor standards. The Contractor shall maintain a record of this certificate.

The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but shall include:

- Employees shall not display favoritism or preferential treatment to one detainee or group of detainees over another.
- Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
- The employee shall not interact with any detainee except in a relationship that supports the approved goals of the contract. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
- The employee shall not enter any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
- The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and part of the employee's job description.
- All employees shall immediately report to the Project Manager or CBP Supervisor any violation or attempted violation of these standards.
- The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the contract. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee

or employees shall subject the Contractor to appropriate action including possible termination of the contract for default; and,

- The Contractor shall not employ any person who is currently an employee of any federal agency or whose employment would present an actual or apparent conflict of interest.

4.8 PERSONNEL QUALIFICATION STANDARDS

The Contractor shall ensure each employee has a valid social security card issued by the Social Security Administration.

The Contractor shall ensure each employee is a United States citizen or legal permanent resident and possess a high school diploma or equivalent (General Educational Development (GED)).

In addition, each contract employee shall meet the following requirements to the satisfaction of the COR:

- All employees shall be a minimum of 21 years of age.
- All employees shall have at least one year of experience as a law enforcement officer or military police officer, a period of active-duty military experience (with an honorable discharge), or six months of experience as a security officer engaged in functions related to detaining civil or administrative detainees; and,
- Employees shall have at least one year of general experience that demonstrates the following:
 - The ability to greet and deal tactfully with the general public.
 - The ability to understand and apply written and verbal orders, rules, and regulations.
 - Literacy and the ability to interpret printed rules and regulations, detailed written orders, training instructions, and materials.
 - The ability to write reports.
 - Good judgment, courage, alertness, an even temperament, and the ability to render satisfactory performance through knowledge of his or her position responsibilities; and,
 - The ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

4.9 HEALTH REQUIREMENTS

Contractors shall comply with hazard-specific safety, health, and emergency preparedness standards to include Section 5(a)(1) of the OSH Act.

The Contractor is responsible for providing detention and transportation officers who can perform the requirements of this contract in accordance with CBP Policy, Department of Transportation, and federal, state, and local requirements for detention and transportation officers, including reasonable accommodations where appropriate.

4.10 REMOVAL FROM DUTY

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the CO, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. Disqualifying information includes, but is not limited to, the following:

- Conviction of a felony, a crime of violence, or a misdemeanor.
- Possessing a record of arrests for continuing offenses.
- Falsification of information entered on suitability forms.
- Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by a credit check.
- Misconduct or negligence in prior employment that would have a bearing on efficient service in the position in question or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
- Alcohol abuse of a nature and duration which suggests that the employee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others; and,
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.

CBP may direct the Contractor to remove any employee who has been disqualified for security reasons or for being unfit to perform their duties as determined by the COR or the CO. Once the employee has been removed from performing his or her duties from this contract, the Government is no longer responsible for any cost or expenses associated with this individual.

The Contractor shall act immediately and notify the COR when the employee is removed from duty.

A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention Facilities., 6 CFR Subpart A § 115.10 Coverage of DHS immigration detention facilities.
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3.
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance.
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
5. Theft, vandalism, or any other criminal actions.

6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects.
7. Unethical or improper use of official authority or credentials.
8. Unauthorized use of communication equipment or government property.
9. Misuse of equipment.
10. Violations of security procedures or regulations.
11. Recurring tardiness.
12. Possession of alcohol or illegal substances while on duty.
13. Undue fraternization with detainees as determined by the COR.
14. Repeated failure to comply with visitor procedures as determined by the COR.
15. Performance, as determined through investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, or good common sense resulting in, or contributing to, a detainee escape.
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements.
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract as determined by the Contractor.
18. A Contractor employee who is under investigation by any law enforcement agency will be removed from duties relating to any agreement that CBP utilizes for detention and/or transportation pending outcome of the investigation.

4.11 TOUR OF DUTY RESTRICTIONS

Contractor tour of duties will comply with all current federal, state, and local regulations. This includes, but is not limited to, the Federal Motor Carrier Safety Administration, CFR 395.5 – Maximum Driving Time and Maximum On Duty Time for Passenger-Carrying Vehicles (<https://www.fmcsa.dot.gov/regulations/title49/section/395>).

4.12 DUAL POSITIONS

The contract allows for an individual to simultaneously serve as a contract Transportation Officer and Supervisor/Lead Transportation Officer. The supervisory position responsibilities shall be executed in a manner that does not interfere with the daily requirements of the specific Transportation Officer duties.

4.13 PERSONNEL RECORDS

The Contractor shall maintain a system of personnel files and make all personnel files available to the CO and the COR upon request. These files shall be maintained and kept current for the duration of the employee's tenure under the contract. The files shall contain verification of training, experience, and credentials for all employees.

4.14 UNIFORMS

These requirements apply to Transportation Officers who perform work under the contract.

The design and color of the Contractor's uniforms shall not be like those worn by CBP officers.

All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia shall indicate the rank of authority and be prominently displayed as part of each uniform.

A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification name plate over the right breast shirt pocket bearing the officer's last name in large readable font.

Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at the start of a shift. Officers who are not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, pressed, odor free, and in good order.

The Contractor shall provide the following uniform items for each officer performing services under the contract:

- seasonal attire that includes appropriate shirt, pants, belt, cap, jacket, shoes, or boots.
- duty belt with issued firearm (equal to or better than a Smith & Wesson) and 3 fully loaded magazines.
- collapsible steel baton.
- holster and a 2 magazine pouch.
- metal handcuffs.
- handcuff key.
- Minimum of 4 duty belt keepers.
- duty flashlight and holder.
- portable radio (if provided).
- handcuff case; and,
- personal protection items such as, but not limited to, face masks, hand sanitizer, ear and eye protection, and disposable gloves.

The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Any time during the transition period, the Contractor shall provide a document to the COR with the uniform and equipment items that will be issued to each employee. The COR shall have the right to approve or disapprove any uniform apparel. Disapproval of any uniform apparel will not constitute a delay on behalf of the Government.

4.15 IDENTIFICATION CREDENTIALS

The Contractor shall ensure that all employees have required identification credentials in their possession while on duty.

The Contractor shall ensure that all employees, both uniformed and non-uniformed, have identification credentials in accordance with Homeland Security Presidential Directive (HSPD)

12 in their possession while on duty. Contract employee identification credentials shall contain the following:

Front: 1) Company Name, 2) Full Face/Shoulder Photo 1" Square, no older than 30 days when issued, 3) Title/Position.

Reverse: 1) Name, 2) Sex, 3) Date of Birth, 4) Height, 5) Weight, 6) Hair Color, 7) Eye Color, 8) Date of Hire, 9) Date of Issue, 10) Signature of Employee, 11) Signature of Issuing Officer.

The Contractor shall maintain backup identification credentials for each employee in their personnel file in case of loss or damage. If an identification credential is lost, the loss will be reported to the COR and documented in the monthly report.

4.16 PERMITS AND LICENSES

The Contractor shall obtain all required permits and licenses before performing under the contract.

4.16.1 BUSINESS PERMITS AND LICENSES

The Contractor shall (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the CBP work site(s) is/are located.

Throughout the term of this BPA, the Contractor shall maintain current permits/business licenses and make copies available for government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

4.16.2 LICENSING OF EMPLOYEES

Before reporting to duty on an Order under this BPA, the Contractor shall ensure each employee has registrations, commissions, permits, and licenses as required by the district, municipality, county, and state in which the CBP work site(s) is/are located.

The Contractor shall verify all licenses and certifications. If applicable, Contractor employees shall possess a current license/registration in the state in which they are practicing.

The contractor is required to, independently and not as the agent of the Government, obtain and maintain, at the contractor's expense, all permits, franchises, licenses, authorizations, and certifications necessary and incidental to the lawful performance as a commercial carrier while under the contract. The contractor is required to comply with any applicable federal, state, county, or municipal laws; any executive orders; and any applicable rules, orders, regulations, or requirements of any government department or bureau, regulatory or otherwise, that are required for commercial carriers.

4.17 ENCROACHMENT

Contract employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by CBP.

Contract employees shall not enter any restricted areas of the facility unless necessary for the performance of their duties.

4.18 WORK REQUIREMENTS

The Contractor shall propose how it will establish appropriate work schedules, contact relief, rest periods, and starting and stopping work.

A staff availability update shall be submitted to the COR when requested.

4.18.1 STARTING AND STOPPING WORK

The Contractor shall ensure that all employees are dressed in full uniform with equipment and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until properly relieved.

4.18.2 RECORDING PRESENCE

The Contractor shall direct their employees to sign in when reporting for work, and to sign out when leaving at the end of their duty shift, including shortened shifts. The Contractor's personnel shall register at the applicable work site(s). The Contractor must use GSA Form 139 – Record of Arrival and Departure from Buildings During Security Hours (<http://www.gsa.gov/portal/forms/download/114022>) (GSA Form 139), or other commercial off-the-shelf accounting system that tracks employees' In and Out shifts.

Officers working as supervisors shall enter their shift with the designation "Supervisor." All others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column in the GSA Form 139, (or similar location in another proposed accounting system), after mutual concurrence between the COR and the Contractor.

Each line on GSA Form 139 or other forms required by CBP shall be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors shall be used to record all corrected information. A single line shall be drawn through the entire line on which such mistakes appear. The Contractor shall attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

4.18.3 CONTRACT RELIEF

Transportation Officers are self-relieving. When the work assignments require that the Contractor's employees do not leave the assigned duty locations until directed by their supervisor, this condition shall be explicitly stated on GSA Form 2580 – Guard Post Assignment

Record (<http://www.gsa.gov/portal/forms/download/114574>) or other forms required by the COR.

4.19 SECURITY

Security controls are safeguards or countermeasures to avoid, detect, counteract, or minimize security risks to physical property, information, computer systems, or other assets.

4.19.1 CONTROLS

The Contractor shall comply with the DHS administrative, physical, and technical security controls to ensure that the Government's security requirements are met.

The Contractor shall maintain a copy of its proposed standard operating procedures (also referred to as Post Orders), within the areas of assignment, and shall initiate responses to any incidents as outlined in the Post Orders.

Records for logbooks, count, identification and seating, control of contraband, Post Orders, use of force, use of restraints, intelligence information, lost and found, and escapes shall be maintained and performed in accordance with this PWS.

4.19.2 IDENTIFICATION BADGES

All Contractor employees shall wear Contractor and CBP provided, tamper proof photo identification badges when working in Government facilities.

4.19.3 SECURITY BACKGROUND DATA

The Contractor must perform a comprehensive pre-employment screening of all employees to include at a minimum, the following: psychological testing, honesty and integrity testing, employment verification, identity verification, criminal records check, credit check, driver's license check, pre-employment and random drug screening on all personnel performing under this contract.

Per DHS Instruction Handbook 121-01-007 and Executive Order 13488, contractor employees requiring access to CBP facilities, sensitive information, or information technology resources are also required to have a favorably adjudicated CBP background investigation prior to commencing work on the contract unless the requirement is waived by the CBP Office of Professional Responsibility (OPR), Personnel Security Division, (PSD). PSD has responsibility for the initiation, scheduling, and final suitability determination of all contract staff.

A completed background investigation includes information on various aspects of the contractor employee's life, e.g., employment, education, residences, law enforcement checks, credit history, national agency check, and a personal interview. The COR shall ensure that all contractor applicants requiring a background investigation submit forms and documentation requested by CBP to initiate the background investigation. This may also include fingerprint submission. The process shall commence with the submission of a Background Investigation Requirements

Document, (BIRD), and a Fair Credit Reporting Act Disclosure, (FCRA) submitted by the COR to PSD. PSD will then advise whether a prior investigation exists that meets or exceeds CBP requirements. If one does not, PSD will make notification back to the Contracting Officer that a full background investigation must be conducted, and all required forms submitted. If granted by PSD, a Provisional Clear can allow the Contractor to Enter on Duty (EOD) based on the successful completion of pre-employment investigation checks and a favorable review of the submitted forms while the full background investigation is adjudicated. When a contractor employee is found unsuitable by PSD, it is understood that the individual cannot perform work on the CBP contract. See Appendix F (e-QIP Process Implementation Plan Requirements) for further details.

4.19.4 NOTIFICATION OF PERSONNEL CHANGES

The Contractor shall notify the COR, PM, TOM and CO via phone, FAX, or electronic transmission, no later than one workday after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassessments (i.e., to another contract.)

4.19.5 SEPARATION PROCEDURES

In accordance with Customs Directive No. 51715-006, “Separation Procedures for Contractor Employees,” the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

4.19.6 GENERAL SECURITY RESPONSIBILITIES DURING PERFORMANCE

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various DHS regulations pertaining thereto, to include DHS PREA Standards and PREA Act of 2003, good business practices, and the specifications, directives, and manuals for conducting work to provide the services required by this contract.

4.20 TRAINING

Employees shall not perform duties under this contract until they have successfully completed all training commensurate with their positions.

4.20.1 GENERAL TRAINING REQUIREMENTS

Training requirements follow Title 28 CFR § 115.131 – Employee, contractor, and volunteer training:

(a) The agency shall train, or require the training of all employees, contractors, and volunteers who may have contact with holding facility detainees, to be able to fulfill their responsibilities under these standards, including training on:

- (1)** The agency's zero-tolerance policies for all forms of sexual abuse.
- (2)** The right of detainees and employees to be free from sexual abuse, and from retaliation for reporting sexual abuse.
- (3)** Definitions and examples of prohibited and illegal sexual behavior.
- (4)** Recognition of situations where sexual abuse may occur.
- (5)** Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing such occurrences.
- (6)** Procedures for reporting knowledge or suspicion of sexual abuse.
- (7)** How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees; and
- (8)** The requirement to limit reporting of sexual abuse to personnel with a need-to-know to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.

(b) All current employees, contractors and volunteers who may have contact with holding facility detainees shall be trained within two years of the effective date of these standards, and the agency shall provide refresher information, as appropriate.

(c) The agency shall document those employees who may have contact with detainees have completed the training and receive and maintain for at least five years confirmation that contractors and volunteers have completed the training.

Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide for the required refresher courses. Failure of any employee to complete training successfully is sufficient reason to disqualify them from duty.

All new Transportation Officers shall receive the above indicated training (not to include firearms and 40 hours of on-the-job training) prior to entering on duty. The Contractor's Training Officer shall be responsible for administering an on-the-job training program for new employees. A senior Transportation Officer shall always accompany the new Transportation Officers during on-the-job training.

4.20.2 ON THE JOB TRAINING

After completion of the training prescribed in Section 4.20, all Transportation Officers shall receive an additional 40 hours of on the job training specific post positions.

This training includes:

- Authority of supervisors and organizational code of conduct.
- General information and special orders.
- Security systems operational procedures.
- Facility self-protection plan or emergency operational procedures.
- Self-defense; and,
- Disturbance Control Team training led by the Contractor's Training Officer.

4.20.3 REFRESHER TRAINING

The Contractor shall conduct annual refresher training for all employees commensurate to their position, in accordance with this the PWS.

4.20.4 SUPERVISORY TRAINING

All new Supervisory Transportation Officers assigned to perform work under this contract shall successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. Supervisory training shall include the following management areas, in addition to mandatory training requirements for Transportation Officers:

1. Techniques for issuing written and verbal orders – two hours.
2. Uniform clothing and grooming standards – one hour.
3. Security post inspection procedures – two hours.
4. Employee motivation – one hour.
5. Scheduling and overtime controls – two hours.
6. Managerial public relations – four hours.
7. Supervision of detainees – four hours.
8. Other company policies – four hours.

Additional classes are at the discretion of the Contractor with the approval of the COR. The Contractor shall maintain documentation to confirm that each supervisor has received basic training as specified.

4.20.5 PRISON RAPE ELIMINATION ACT (PREA)

CBP has a zero-tolerance policy for all forms of sexual abuse or assault of individuals in the Agency's custody.

DHS PREA regulation is the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014). The DHS PREA regulation sets forth standards for training, policy, procedure, and investigation to ensure that individuals detained in DHS custody are free from sexual abuse and assault. In accordance with PREA, all employees who have contact with detainees, and all facility staff, shall receive training concerning sexual abuse,

with refresher training to be provided thereafter as appropriate. This training must include, at a minimum, the agency's zero-tolerance policies for all forms of sexual abuse; the right of detainees and staff to be free from sexual abuse and from retaliation for reporting sexual abuse; definitions and examples of prohibited and illegal sexual behavior; recognition of situations where sexual abuse may occur; recognition of physical, behavioral, and emotional signs of sexual abuse and methods of preventing such occurrences and procedures for reporting knowledge or suspicion of sexual abuse; and the requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes. Proof of training must be provided to the COR prior to the Contract employee being granted access to the detainee population.

4.20.6 PROFICIENCY TESTING

The Contractor shall give each trainee a written examination to determine proficiency. Should a trainee fail the written test on the initial attempt, they shall be given one additional opportunity to retake the test. Trainees who fail the written test more than twice are not authorized to perform services on this contract. If a trainee fails to complete and pass the test the second time, the Contractor shall report the failure to the COR. Failure of any employee to complete training successfully is sufficient reason to disqualify them from duty on any contract where CBP cares for detainees.

4.20.7 CERTIFIED INSTRUCTORS

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COR. Certifications of instructors may be established by documentation of experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors.

4.20.8 TRAINING DOCUMENTATION

The Contractor shall submit a training forecast and lesson plans to the COR or CBP designee as requested. The training forecast shall provide date, time, and location of schedule training and afford the COR the opportunity for observation/evaluate.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor as requested for each employee to the COR or CBP designee.

4.20.9 FIREARMS REQUIREMENTS

The Contractor shall provide firearms and ammunition to equip each armed officer and supervisor with a licensed weapon while on duty. Firearms may be reissued to new replacement employees throughout the life of the contract if the weapon is in serviceable condition.

All firearms used in the performance of the contract shall be always serviceable. The Contractor shall have a certified letter from a licensed gunsmith acknowledging that the firearms used in the

performance of the contract have been inspected and certified as serviceable for duty carry prior to use on the contract. The Contractor will comply with all state and federal requirements for maintaining serviceability of the weapons during the entire contract period. Firearms may be reissued to new replacement employees throughout the life of the contract if the weapon is in serviceable condition. Personal firearms shall not be used.

Firearms shall be 9mm or .40 caliber, standard police service-type semi-automatic, and capable of firing 147-grain hollow-point ammunition or hollow-point ammunition that is recommended by the manufacturer. Ammunition shall be factory load only (no reloads). Ammunition shall be replaced every year.

The Contractor shall issue three filled clips and sufficient ammunition for each armed officer, including uniformed supervisor(s).

The Contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the state(s) and the municipalities in which they are carried. The Contractor shall obtain and maintain on file appropriate state and municipality permits and weapons permits for each officer. A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that his or her employees always have all permits/licenses in their possession while on Government premises and or while on duty.

All associated firearm documentation and certification shall be provided to the COR upon request.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

Weapons shall be always kept clean. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions. The Contractor shall maintain appropriate and ample supplies for upkeep and maintenance of firearms (cleaning solvents, lubricating oil, rods, brushes, and patches) onsite.

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract. These lists shall be kept current through the term of the contract and posted within each firearm safe.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet federal and state requirements and are approved for the storage of firearms and ammunition. The COR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate

receipt and return entries on a Firearms and Equipment Control Register. Except when issuing or returning ammunition or firearms, each safe/vault shall always remain locked.

The Contractor shall be responsible for securing each safe or vault with a maximum-security lock. If a combination lock is used for the safe/vault, the combination shall be changed every six months or more often if circumstances warrant.

Firearm training for required Armed Transportation Officers shall be in accordance with state licensing requirements. Proficiency certification is required in accordance with state laws or annually if not required by the state. The Contractor shall certify firearms training to the COR prior to the start of the contract performance period. For new hires/replacements after contract performance period has started firearms training certification shall be provided to the COR 15 days prior to entrance on duty. Proficiency shall be maintained annually.

Armed transportation across state lines may be a requirement of this contract. The Contractor shall obtain and maintain all necessary permits and license to fulfill this requirement.

4.20.10 POST SECURITY AND CONTROL

Security controls are safeguards or countermeasures to avoid, detect, counteract, or minimize security risks to physical property, information, computer systems, or other assets.

4.20.10.1 GENERAL SECURITY AND CONTROL

The Contractor shall maintain a copy of its proposed standard operating procedures (also referred to as Post Orders), within the areas of assignment, and shall initiate responses to any incidents as outlined in the Post Orders.

Records for logbooks, count, identification and seating, control of contraband, Post Orders, use of force, use of restraints, intelligence information, lost and found, and escapes shall be maintained and performed in accordance with this PWS.

4.20.10.2 RECORDS AND REPORTS

All records and logs that are required for operation and performance of work under this contract shall be made available to CBP upon the request of COR.

The Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the COR at contract completion or contract termination within 30 days.

The written inventory shall be recorded on Standard Form (SF) 135 – Records Transmittal and Receipt (http://www.archives.gov/frc/forms/sf-135_intro.html), and shall be consistent with National Archives and Records Administration (NARA) guidelines for inventoried records (www.archives.gov/).

Inventory shall describe the contents of a particular box of records including record type and date of records and shall be consistent with NARA inventory requirements.

The SF 135 – Records Transmittal and Receipt shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records.

Applicable PWS sections: 5.7 Professionalism, Safety, and Security, 5.9 Notifications, 5.4 Technical Requirements, and 5.3 Operational Capability Requirements.

4.21 ASSOCIATE CONTRACTOR AGREEMENTS

(a) “Associate Contractor Agreements” (ACA) are agreements between contractors working on Government contract projects that specify requirements for them to share information, data, technical knowledge, expertise, or resources.

(b) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government’s requirement. The agreements shall include the basis for sharing the following types of information:

- Routes
- Passenger manifests
- Other relevant information, as determined by the Government

This requirement shall ensure the greatest degree of cooperation for the development of the program to meet mission needs. Associate contractors are listed in (h) below.

(c) ACAs shall be in the Contractor’s format but shall include the following general information:

1. Identify the associate contractors and their relationships.
2. Identify the program involved and the relevant Government contracts of the associate contractors.
3. Specify the categories of information to be exchanged or support to be provided.
4. Include the expiration date (or event) of the ACA.

(d) A copy of such agreement shall be provided to the Contracting Officer Representative for review and approval before execution of the document by the cooperating contractors.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(f) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(g) The agreement shall be submitted for review within 120 days of award and executed within 180 days of award.

(h) The following contractors are associate contractors with whom agreements are required:

Contractor	Address	Program/Contract
<i>To be completed at time of Award</i>		
<i>To be completed at time of Award</i>		

5 TASK AREA 2 – PERFORMANCE REQUIREMENTS

5.1 MISSION ACHIEVEMENT

The Contractor shall meet the mission requirements as outlined in this PWS.

5.1.1 OPERATIONAL RESPONSIVENESS

Performance Requirement:

Complete all routes/missions in the Government-approved Monthly Transportation Plans (unless amended by other Government-directed changes) in a timely fashion, are completed as directed, and with the proper mix of vehicles and personnel. The Government will not hold the Contractor accountable for route delays that are outside the control of the Contractor.

Performance Standard:

At a minimum, 95% of all routes identified in the Government-approved Monthly Transportation Plans begin on time and are completed. A completed route/mission is defined as a route/mission that starts on time, is completed as directed and in accordance with the approved Sector TP, and/or TOM's direction.

5.1.2 ROUTE CHANGE IMPLEMENTATION

Performance Requirement:

Individual detainee transportation requirements vary and are contingent upon the detainee population and needs of CBP. The Contractor shall be prepared to adjust for evolving detainee requirements and emerging transportation requirements as they arise and as specified by the COR and/or TOMs. The Contractor shall complete Government-requested changes to the Government-approved Monthly Transportation Plans in a timely fashion.

Performance Standard:

At a minimum, 90% of the Government-requested route changes to the Government-approved Monthly Transportation Plans are implemented, begin on time, and are completed. The contractor is not required to have employees on standby to meet this requirement but to re-assign resources. With concurrence from the Government, this may involve re-assignment of contract

staff already on that day's schedule or it may require dropping a route scheduled later in that month to trade-off for a route that is added on another day that month.

5.2 MONTHLY SECTOR TRANSPORTATION PLAN

Performance Requirement:

The Contractor shall prepare a Monthly Transportation Plan which details the contract resources and schedules needed to meet required performance requirements for the upcoming month. These reports shall update the previous month's transportation plan to account for adjustments based on operational decisions and priorities made by the Government but not to the extent that changes or adjustments will require additional staff or fleet resources. All adjustments or changes must remain within the total labor and vehicle operational hours allotted to each sector and will not incur additional resources. Allotted vehicle operational hours by a given vehicle type may, at the TOM's request, be exchanged with vehicle operational hours of another available vehicle type on a one-for-one basis if the change allows the Contractor to meet minimum required maintenance for each vehicle and does not require additional vehicles. Scheduled routes may be defined by starting point, waypoints, and an ending point. Alternatively, they may be designated ad-hoc with the contractor staging at a specified location during the shift and awaiting a transport assignment within the operating area. When an ad-hoc route is scheduled, the Contractor shall perform Guard Services as directed by the CBP Sector TOM while awaiting a transport assignment.

Contractor Sector Managers shall work with CBP sector TOMs to develop the monthly transportation plans, which specify defined routes and missions, run times and schedules for each route/mission. The TOMs will approve the final monthly transportation plans.

Performance Standard:

The Contractor shall submit a Monthly Transportation Plan for the upcoming month for each sector to their respective TOM, or the On-Duty Supervisor (ODS), for approval by the 25th calendar day of each month. The contractor shall annotate on the Monthly Transportation Plan All designated ad-hoc routes to include the specified location where the Contractor will be staging during the shift and awaiting a transport assignment within the operating area and shall be performing Guard Services as directed by the CBP Sector TOM while awaiting a transport assignment. All documentation shall be provided electronically via email in Microsoft Excel format to their sector TOM. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.3 OPERATIONAL CAPABILITY REQUIREMENTS

5.3.1 TRANSPORTATION AND FACILITY GUARD SERVICES

Performance Requirement:

Provide all transportation services as may be required to transport detainees securely and directly to locations as directed by the TOM or ODS. While most transports occur within a designated Sector as their normal area of operation, transport missions may also be assigned transporting detainees from one Sector to another. Shifts will typically be assigned for eight or ten-hour

duration. Periodically, operations will be required to the maximum allowed by Federal Motor Carrier Safety Regulations (49 CFR Part 395).

The primary function of the contractor-provided officers is transportation. However, when the contractor employees are not providing transportation services, the contractor shall be assigned to supplement the Government's security forces with guard services within the designated area of responsibility or to perform on-call security duties as requested by the TOM or ODS.

Transportation Officers provide guard services at facilities to include the following: security and control of detainees grouped at or inside a facility while CBP Agents or Officers are processing individual detainees, medical facilities, security checks on detainees who are in hold rooms, providing food and water to detainees, security pat downs of detainees, detainee property management (inventory and control).

The Government and The Contractor are required to follow all DHS PREA Rules and Regulations. The provisions that specifically apply are below; however, there are other sections of the regulations that may apply given the Contractor's job duties – such as limits to cross gender viewing and searches.

§115.117(a) The agency shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.

§115.117(d) The agency shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees.

§115.131(a) The agency shall train, or require the training of all employees, contractors, and volunteers who may have contact with holding facility detainees, to be able to fulfill their responsibilities under these standards, including training on:

- (1) The agency's zero-tolerance policies for all forms of sexual abuse.*
- (2) The right of detainees and employees to be free from sexual abuse, and from retaliation for reporting sexual abuse.*
- (3) Definitions and examples of prohibited and illegal sexual behavior.*
- (4) Recognition of situations where sexual abuse may occur.*
- (5) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing such occurrences.*
- (6) Procedures for reporting knowledge or suspicion of sexual abuse.*
- (7) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees; and*
- (8) The requirement to limit reporting of sexual abuse to personnel with a need-to-know to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.*

§115.166 Agency management shall consider whether any staff, contractor, or volunteer alleged to have perpetrated sexual abuse should be removed from duties requiring detainee contact pending the outcome of an investigation and shall do so if the seriousness and plausibility of the allegation make removal appropriate.

§115.177(a) Any contractor or volunteer suspected of perpetrating sexual abuse shall be prohibited from contact with detainees. The agency shall also consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse but have violated other provisions within these standards. The agency shall be responsible for promptly reporting sexual abuse allegations and incidents involving alleged contractor or volunteer perpetrators to an appropriate law enforcement agency as well as to the Joint Intake Center or another appropriate DHS investigative office in accordance with DHS policies and procedures. The agency shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer.

§115.177(b) Contractors and volunteers suspected of perpetrating sexual abuse may be removed from all duties requiring detainee contact pending the outcome of an investigation, as appropriate.

The Contractor may be tasked to transport detainees on short notice due to emergencies. For example, if there is a flood impacting operations in one of the Sectors, CBP may task the Contractor to evacuate detainees to a safer location.

Performance Standard:

All transportation and security objectives shall be met through compliance with the PWS requirements and all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints and escort standards that are provided to the Contractor during performance under the task order/contract.

5.3.2 OPERATIONAL AVAILABILITY

Performance Requirement:

Provide operational availability of vehicle transport, Transportation Officers defined by a required capacity in operational hours. Appendix A identifies the base of operational hours required for transport and Transportation Officer labor at each Sector. Appendix B describes the Transportation Routes typically supported by the CBP mission support base. Each month the required operational hours are allocated to a Transportation Plan for each Sector. While specific mission support assignments may change from month to month in the Transportation Plan, the base support will remain within the allocated operational hours. Appendix B represents the requirements to prepare the Transportation Plan for the first month of the contract.

The contractor shall determine the number of transport vehicles to equip and use under this contract to include redundancy and reserve vehicles. The level of redundancy or reserve vehicles that are necessary will vary based on the maintenance concept chosen by the vendor to meet the performance requirements. The most notable Performance Requirements impacting the number

of vehicles required are Mission Achievement Performance Requirements for a minimum of 95% Operational Responsiveness, 90% Route Change Implementation, and 25% Mission Support Surge Capability. The maintenance concepts and how they contribute to attaining the Performance Requirements shall be described in the Logistics Support Plan in accordance with Section 4.4 of this PWS.

Performance Standard:

All transportation and security objectives shall be met through compliance with the PWS requirements and all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints and escort standards that are provided to the Contractor during performance under the task order/contract.

5.3.3 MISSION SUPPORT SURGE CAPABILITY

Performance Requirement:

Provide up to a 25% planned surge in mission support over the Mission Support Base in each Sector at any given period. A surge may be ordered in one or more Sectors at a time and at any given period. However, the total amount of surge beyond the Mission Support Base each year across the entire contract is not expected to exceed 25% of the contract's total estimated annual base operational hours.

The surge must be pre-approved and will be incorporated into the upcoming monthly Transportation Plan for the affected Sector(s). The 25% surge is defined by additional operational hours required for transport and labor at the affected Sector(s). However, it represents a surge from that Sector's Mission Support Base. Surge missions are typically like the Transportation Routes described in Appendix B. Some surge operations may require the Contractor to temporarily increase staffing and/or vehicle fleet size beyond the level needed to support the Mission Support Base.

Performance Standard

All transportation and security objectives shall be met through compliance with the PWS requirements and all applicable state and federal regulations as well as the policies and procedures included in Section 3. In addition, the Contractor shall comply with any additional standards and guidelines regarding the use of force, the use of restraints and escort standards that are provided to the Contractor during performance under the task order/contract.

5.3.4 MOBILE TRANSPORT RESPONSE TEAM CAPABILITY

Performance Requirement:

Establish a Mobile Transport Response Team (MTRT) capability in the following two Sectors: Tucson and Yuma. The MTRT will utilize existing base contract Transportation Officers and vehicles that can rapidly deploy with high or low-capacity transportation outside of their base Sector to support enhanced CBP operations in the five listed Sectors. The MTRT concept can be

summarized as temporarily running the existing fleet in locations outside the normal area of base operations. MTRT deployments will typically last about one month in duration. Generally, only vehicle types where the receiving Sector and/or Contractor already has suitable maintenance facilities for that type of vehicle will be deployed in an MTRT.

Any MTRT deployments must be pre-approved by the CO and are typically like the Transportation Routes described in Appendix B. Additional staff and vehicles should not be needed to support MTRT deployments, which would leverage existing resources supporting the Mission Support Base. The Contractor will work with the COR to determine which Mission Support Base routes would therefore have to be re-prioritized to support an MTRT deployment.

Generally, most MTRT deployments will occur in a Sector where an adjacent Border Patrol Sector operating in the same state can provide support. For example, Tucson Sector may require MTRT deployment support from the Yuma – both based in Arizona. This will therefore minimize the need for additional driver and vehicle licensing for cross-state operations. MTRT deployment will not require to operate outside the BPA region.

The following table lists all the possible MTRT deployments:

Sector Loaning MTRT Support	Sector Receiving MTRT Support	Notes
YUM	TCA	Same state
TCA	YUM	Same state

Performance Standard:

An MTRT must be capable of 24/7 transport operations for a designated period that may extend weeks or months. To support this function, the Contractor would temporarily relocate Transportation vehicles and Transportation Officers from the supporting Sector to the sector where an existing operation requires MTRT activation. The operational hours for the vehicles and contract staff would be reduced from the supporting Sector to the receiving Sector and operations adjusted accordingly.

5.3.5 MEETINGS, CONFERENCES, AND BRIEFINGS

The Contractor shall attend, participate in, and provide input to meetings, conferences, and briefings that relate to the contracted services. Scheduled meetings shall include but not limited to:

- Monthly meetings at each Sector. At a minimum, attendance will include the contract Sector Manager who will meet with the government TOM for that Sector. The purpose will be to review contract performance for the current month and to establish requirements for the upcoming monthly transportation plan. The Contractor shall provide a written report to the TOM or their Designee after all meetings, conferences, or briefings within two (2) workdays after meeting completion.

- Semi-Annual Program Management Reviews (PMR). At minimum, attendance will include the contract Program Manager and the contract Sector Manager for each Sector who will meet with the government PM, COR, and the TOM for each Sector. The primary purpose will be to review program and contract performance for the preceding quarter. Typically, the PMR will be held at a rotating site in one of the Sectors. The Contractor shall submit an After-Action Report to the CO/PM/COR or their designee within two (2) workdays after the PMR completion.

Special meetings may also be scheduled to address contract issues that may arise. Meetings may start or end outside of normal working hours and any travel costs associated with Government required meetings, conferences, and briefings would be paid for by the Government in accordance with Section 8, Special Considerations; sub-paragraph 8.2, Travel. The Contractor shall provide a written report after all meetings, conferences, or briefings within two (2) workdays after meeting completion unless specifically requested to be submitted sooner by the CO/PM/COR/TOM or their designee. All Meeting, Conference, or Briefing Reports must be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

5.4 TECHNICAL REQUIREMENTS

Contractor Transport Officers shall:

- Escort and maintain custody of detainees under order of the COR or Designated CBP Official.
- Unless unforeseen circumstances arise, prevent public contact, or keep it to a minimum; and,
- Transport detainees to and from locations identified by the COR or Designated CBP Official.

The Contractor shall comply with the following Technical Requirements:

5.4.1 USE OF ONE VS. TWO TRANSPORTATION OFFICERS (TO)

Performance Requirement:

During all transportation activities, at least one officer must be the same sex as the detainee. If a same-sex officer is not available, the transportation mission must be approved by the COR or designated Sector TOM prior to the service being performed. All officers must be armed and meet applicable firearm federal, state, and local laws.

TOs may only transport up to the maximum number of detainees permitted by the vehicle's rated capacity. Appendix B indicates the number of TOs that are required for a given route, which is based on the transport capacity of the vehicle used and the nature of the route. Under normal circumstances, the following requirements on the number of TOs apply:

ONE TRANSPORTATION OFFICER:

When using low transport capacity vehicles, one TO shall be used and the following conditions apply:

- Other TOs and/or CBP Agents/Officers will be present at origin and destination locations (e.g., field-to-station pickups, voluntary return runs) so that the single TO will not be responsible for moving subjects outside the vehicle without assistance by other TOs and/or Government Agents/Officers.
- If a lone TO transports an unaccompanied female detainee or an unaccompanied juvenile, he/she shall maintain regular electronic voice communication with a Contractor supervisor, radio operator, or other Government personnel at a separate location, insofar as technologically possible. At a minimum, communication shall include the TO's or unit's identity, route of travel, current location, and mileage at both the starting and ending location, as a security precaution.

TWO TRANSPORTATION OFFICERS:

- All high transport capacity vehicles require two TOs. The exception to this rule is:
- When using secured high mission vehicles for local Voluntary Return transports within Border Patrol Sectors. One TO may be used so long as the vehicle is equipped with a communication radio and the route taken permits immediate response to a request for back-up.

When using high mission vehicles and concurrence from the CO/PMO/TOM or designee, one TO may be used when the Government provides an Agent/Officer or other armed Law Enforcement personnel who is authorized to carry a firearm. The Agent/officer or other armed Law Enforcement personnel shall serve "ONLY" as an "Official Guard" on the high mission vehicles and shall not perform any duties related to driving the high mission vehicles.

One TO may be used so long as the vehicle is equipped with a communication radio and the route taken permits immediate response to a request for back-up.

Low transport capacity vehicles require two TOs only when the following conditions apply:

- The demeanor of a detainee is either known or suspected of being combative or assaultive; or
- Transporting detainees to facilities for administrative or criminal proceedings (these routes are noted in Appendix B)

Any questions regarding the application of any transportation guidelines must be directed to the COR.

When sufficient transportation is available and practical, minors and UAC should not be transported in the same vehicles as the adult detainee population. However, when separate transportation is not available and practical, unaccompanied minors shall be separated from unrelated adult males by a separate passenger compartment or an empty row of seats.

In addition, when transporting unaccompanied females in a secured high mission capacity vehicle, they must be segregated from the adult male population. Questions regarding the application of any transportation guidelines must be directed to the COR.

Performance Standard:

The Contractor shall comply with the guidelines as to when the Contractor should use one or two Transportation Officer(s) to escort persons detained. All other established procedures and guidelines remain applicable and shall be followed.

5.4.2 CUSTODY OF DETAINEES

Performance Requirement:

The Contractor is required to maintain constant vigilance and control over detainees while in their custody until they turn over custody of the detainees to an authorized Government Agent/Officer.

Performance Standard:

The Contractor may not release a detainee from a vehicle unless there is a Government Agent/Officer present to assist with movement of the detainees outside the vehicle and/or take custody of the detainees. Voluntary Returns at Ports of Entry will be verified by a Government Agent/Officer.

5.4.3 USE OF RESTRAINTS

Officers shall only use authorized techniques and common sense when applying restraints. To ensure safe and humane treatment, the officers shall check the fit of restraining devices immediately after application, at every relay point in which there is a needed stop, and any time the detainee complains. Properly fitting restraints do not restrict breathing or blood circulation. The officers shall double-lock the restraining devices and secure the handcuffs to the waist chain if applicable. Under no circumstances shall officers attach a restraining device to an immovable object, including, but not limited to, security bars, seats, steering wheel, or any other part of a vehicle. Officers carrying firearms shall exercise caution if close contact with a detainee becomes necessary in an emergency.

As a rule, transporting officers shall not handcuff women or minors. If an exception arises, the officers shall document the incident on the Form I-216, recording the facts and the reasoning behind the decision.

5.4.4 TRANSPORTATION

It is the expectation of the Government that it will require transportation services utilizing only Contractor owned vehicles. However, with PMO authorization, there may be special

circumstances where Government owned vehicles may need to be utilized in order to facilitate the immediate transportation movement of detainees. Additionally, it is expected at times, there may be a need for CBP Agents/Officers to travel on board a contractor owned vehicle, performing as a Guard or other official duties.

5.4.5 TRANSPORTATION TEAM(S)

The Contractor shall propose teams of at least two armed officers per vehicle (i.e., bus) for any route to securely transport migrant detainees 24 hours a day, 7 days a week, including holidays, as specified by the Government on the Form I-216 – *Record of Persons and Property Transferred* (Form I-216).

Individual detainee transportation requirements vary and are contingent upon the detainee population and needs of CBP. The Contractor shall be prepared to adjust for evolving detainee requirements and emerging transportation requirements as they arise and as specified by the COR or Designated CBP Official.

An electronic chronological summons log shall be created and maintained for each vehicle that will be used for this contract. Parking summonses incurred are the responsibility of the Contractor and shall be paid in a timely manner. While performing transportation services for this contract, vehicles shall be parked in such a manner as to abide by local laws and minimize issuance of summons or of towing or booting. A chronological summons log will be maintained by the designated program manager indicating disposition. The chronological summons log will be made available to the Government upon request.

5.4.6 ANTICIPATED TRANSPORT ROUTES

The transport of detainees to and from various destinations by the Contractor shall be performed by the most economical and direct means, using traditional highways while being cognizant of local traffic conditions.

5.4.7 STOPS

During stops, which the vehicle crew shall keep to a minimum, detainees shall not leave the vehicle until the transporting officers have secured the inside and outside area. When the detainees disembark, the officers shall keep them under constant observation to prevent external contact and/or contraband smuggling or exchange. At least one officer shall remain in the vehicle when one or more detainees are present.

5.4.8 VEHICLE INTERIOR SECURITY SPECIFICATIONS

Performance Requirement:

Vehicles used to transport detainees must be of adequate design with features and equipment to ensure security. Vehicles shall comply with Federal regulations referenced under Section 3 of this PWS and include the following capabilities:

- Separate and safely secure the Driver/Driving Team from the detainees to include a barrier made of Plexiglas Impact Acrylic or similar type of material to protect the Driver/Co-Driver. The type of material must be impact resistant while maintaining optical properties. All installed Plexiglas must extend all the way to the top and bottom and cover the entire width of the secure partition and door that separates the Driver/Driving Team from the detainees.
- Secure partition between the front and rear passenger compartment.
- Secure partition doorways shall be made wide enough so that not to impede entry of the Contractor, Agents and/or Officers with their duty belt on.
- All Co-Driver seats shall be equipped with safety seatbelts.
- Physical separation between males and females and unaccompanied juveniles.
- Physical separation of detainees from their personal property.
- Vehicles must have a minimum of three (3) cubic feet of storage space per each passenger seat to securely store detainees' personal property. (Detainees generally travel relatively light and carry their personal property in backpacks.)
- Detainee property storage compartment(s) shall be secure and lockable (Detainee property shall not be accessible to detainees, Transport Officers, and any other person while in transit.)
- A secure lock box for detainee records.
- Doors and windows unable to be opened from inside of the detainee compartment
- Escape prevention systems (e.g., cages and bars).
- Audible alarm system to detect tampering with or opening the vehicle's emergency hatch, if installed in association with DOT regulations. The Contractor shall provide an Audible alarm system that includes the following security features:
 - When handle is pulled/turned, audible alarm shall remain on when activated, even if the escape hatch is resealed/re-secured.
 - Audible alarm shall only be reset by a toggle switch controlled by the Driver of the contractor vehicle.
 - 2 fast strobe lights with siren (1 strobe light installed near each hatch)
 - Strobe lights shall be red or amber (any other suitable light that will not directly distract the driver of the contractor transport may be considered and must be approved by the COR/PM/CO).
 - Reset switch light is on when the system is active.
 - Only the reset switch turns off the lights and siren when system is activated.
 - Reset switch is in a visible location for quick reference by the driver and co-driver.

- Heating, cooling, and ventilation of the transport vehicle adequate to operate reliably in desert environments for the entire duration of each shift.
- All Buses shall have a functional restroom on board (must be installed prior to any detainee being transported in the contractor vehicle). Restroom accommodations will be available to all detainees and provide a reasonable amount of privacy.
- Transport vehicles may not be outfitted with cloth seats. Material used must be material that can be easily wiped and/or cleaned/sanitized. If cloth material is used, a cleaning/sanitizing plan must be developed and implemented at the Contractors own expense.
- Vehicle navigation and communications systems that are capable of immediately notifying Federal law enforcement officials in the event of a detainee escape.
- Security Video recording system to document both driver team and detainee status during daytime and nighttime operations. Camera view shed must provide adequate view with zero obstructions that would diminish the approved view. Video coverage and quality should be sufficient to allow for post-operation review and audit of any incident. When reviewing for auditing any incident, video footage needs to be readily available within three (3) hours upon return to the contractor's Facility or staging location. Video recording system shall meet or exceed the following requirements:
 - Cameras and Video recording system shall be security surveillance equipment designed to be used in detainee transportation vehicles. Home video/camera systems/equipment shall not be installed on any contractor vehicle.
 - Cameras/1 Video Recording System installed in each Contractor Bus
 - 1 Camera view of Driver/Co-Driver and Detainees entering/exiting bus
 - 1 Camera view of detainees in first detainee compartment
 - 1 camera view of detainees in second detainee compartment
 - 1 exterior camera of detainees embarking/disembarking the bus and property storage compartments.
 - Cameras/1 Video Recording System installed in each Contractor Van
 - 1 Camera view of Driver facing forward looking through windshield
 - 1 Camera view of detainees in first detainee compartment to view detainees embarking/disembarking, sitting in front and rear compartments
 - 1 exterior camera view of detainees embarking/disembarking the van
 - Installed Cameras are equipped with IR and are enclosed and tamper resistant.
 - Power Light (Camera and Video Recording System)
 - Record Light (Video Recording System)
 - Video footage storage capacity to accommodate a minimum of 14 days (minimum of 335 continuous recording hours)
 - Video Compression of 2000:1 ratio or better.

- Video recording download storage capable of storing recorded video footage for a minimum of 6 months (180 days)
- Video recording playback in MP3/MP4 or similar format without the need to install video playback proprietary software to view the recorded video.
- Vehicle communications system as described in Section 5.4.15 of this PWS.

Performance Standard:

Vehicle interior security specifications shall fully comply with specified vehicle features in functionality and operational status. The Government (COR, PM, CO) must approve the design and completed installation prior to the Contractor placing any detainee in transport vehicles. Video footage shall be provided, electronically or suitable storage media such as CD disk for all detainee attempted escapes and/or escapes, Use of Force/Firearm incidents, Assaults (Sexual or physical), and allegations of misconducted (PREA, Sexual and/or Physical Abuse, etc.) within 3 hours upon the transport vehicle's return to the contractor's Facility or staging location and readily available within 24 hours for all other incidents or requests.

5.4.9 VEHICLE OPERATING CONDITION, SECURITY, AND CLEANLINESS (EXTERIOR AND INTERIOR)

Performance Requirement:

Vehicles shall be maintained in good repair to ensure safety and serviceability and shall comply with inspection requirements in accordance with applicable statute and federal regulations referenced under Section 3 of this PWS. Vehicle security features must be maintained in good serviceable condition.

Vehicle interiors must be inspected daily and have no dirt, dust, trash, graffiti, stains, gum, or any kind of residue on any interior surface. The contractor shall decontaminate the interior surfaces of the transport vehicle after the conclusion of each performed route. The Contractor shall wash the interior and exterior of low-capacity vehicles on a bi-weekly basis, and bio-wash all vehicle sizes monthly (low and high). A bio wash is an interior cleaning event that uses a concentrated hospital grade liquid detergent, cleaner, sanitizer, fungicide, and mildew stat to aid in the prevention of communicable disease.

Contractors shall have their vehicles fully fueled and inspected by the Contractor prior to the start of their routes. Fueling/re-fueling of Contractor vehicles shall only be done during non-operational hours. Security inspections (i.e., contraband/weapons) before detainee's board and after detainees disembark are included in labor hour estimates for each shift.

The contractor is responsible for stocking each transport vehicle with appropriate consumables (water/cups, first aid kits, blood borne pathogen kits, latex gloves, fire extinguishers, etc.) that will allow their TOs to effectively perform their missions. The Government will provide detainee meals (i.e., sack lunch) for long distance transport runs as needed.

Performance Standard:

Vehicle security features must be approved by the Government (COR, PM, CO) prior to operation. The contractor shall conduct a pre-and post-shift check of the interior and exterior of each vehicle using a checklist and noting any defect that may render the vehicle unsafe or inoperable. Should any inspection reveal deficiencies in vehicle cleanliness, safety, security, or appearance, the vehicle shall not be used until the deficiencies are resolved. Daily inspection records must be available for the Government to audit/inspection upon request.

5.4.10 OPERATING THE CONTRACTOR OWNED VEHICLE

For vehicles with a minimum capacity of 48 passengers (including the driver) or more, the driver shall operate the vehicle in accordance with the Commercial Driver's License (CDL) manual or the highest prevailing standard, always maintain complete control of the vehicle, obey all posted traffic signs (including speed limits), and exercise extreme caution, reduced speed, and common sense when negotiating a steep grade or driving in inclement weather or hazardous road conditions. To support the Federal Government's initiative to reduce pollution, support renewable energy, and operate more efficiently, CBP encourages the use of fuel-efficient vehicles and operations that provide a measurable reduction in carbon emissions.

The transporting officers shall comply with all local, state, and Federal motor vehicle regulations (including Department of Transportation (DOT), Interstate Commerce Commission, and Environmental Protection Agency), including, but not limited to:

- Wearing a seat belt when the vehicle is moving.
- Holding a valid CDL.
- Inspecting the vehicle using a Government approved checklist and noting any defect that could render the vehicle unsafe or inoperable.
- Transporting detainees in a safe and humane manner.
- Verifying individual identities and checking documentation when transferring or receiving detainees.
- Driving defensively, taking care to protect the vehicle and occupants, and immediately reporting damage or accidents.
- Not driving under the influence of drugs or alcohol.
- Not consuming alcohol eight hours immediately before any shift; and,
- Adhering to the maximum driving time (i.e., time on the road) that is governed by DOT.
 - In an emergency or under unforeseen and adverse driving conditions only, the vehicle crew may drive for as long as necessary to reach a safe and secure stopping area.

For safety purposes, all personnel shall remain seated while the vehicle is in motion. Transportation vehicle cage doors from the vehicle's cages shall remain locked whenever detainees are on board, and oversight must be at its max capacity during transport. The Contractor must always remain alert for behavior that could jeopardize safety and security.

Contractor Owned vehicles can be ordered to be driven by Federal employees who possess a valid state issued CDL. The driver shall operate the vehicle in accordance with the CDL manual or the highest prevailing standard, maintain complete control of the vehicle at all times, obey all posted traffic signs (including speed limits), and exercise extreme caution, reduced speed, and common sense when negotiating a steep grade or driving in inclement weather or hazardous road conditions. When a contractor owned vehicle is driven by a qualified Federal employee, the Federal employee will perform pre-and post-trip inspections at the beginning and end of each day. Inspections will be conducted at the contractor's locations when cleaning or service is required. CBP will be responsible for damages/accidents that occur when vehicles are driven by a Federal employee with a CDL. CBP stickers will be affixed to vehicles when driven by a Federal employee with a CDL.

5.4.11 PRE-DEPARTURE AND SECURITY CHECK FOR CONTRACTOR OWNED VEHICLE

Performance Requirement:

Prior to departure, all transportation officers assigned to transport detainees must be present to ensure a complete and thorough inspection and search and shall:

- Inspect the vehicle for mechanical and electrical problems.
- Test the emergency exits and test their ability to open every lock located in or on the vehicle. A complete set of these keys shall always travel with the vehicle, in a secure place known to every transporting officer.
- Search for hidden weapons and other contraband before every trip, including the driver's compartment and glove compartment, the detainee seating area, and the cargo compartment.
- Ensure Dumping septic tank has occurred.
- Before departure, check to make sure there is always an adequate supply of water and chemicals in the toilet,
- Windows and floors must be clean and clear of debris.
- Take necessary special precautionary measures for a detainee who is identified as a special handling case (e.g., security, medical, or psychological problems, etc.). The requesting CBP On-Duty Supervisor will designate a special handling case.
- Search the staging area prior to loading detainees to ensure the area is clear of weapons or contraband; and,
- Execute, without negligence or omission, a search of each detainee as he or she is about to board the vehicle.

Performance Standard:

The contractor shall conduct a pre-and post-shift check of the interior and exterior of each vehicle using a checklist and noting any defect that may render the vehicle unsafe or inoperable. Should any inspection reveal deficiencies in vehicle cleanliness, safety, security, or appearance, the vehicle shall not be used until the deficiencies are resolved. The Contractor shall also conduct an inspection on the vehicle for possible left behind items (such as but not limited to

weapons, contraband, property, etc.) before detainees can board the vehicle and after detainees disembark the vehicle. Daily inspection records must be available for the Government to audit/inspect upon request.

5.4.12 USE OF PRIVATELY OWNED VEHICLES

Performance Requirement:

The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees and/or in the performance of their assigned duties.

Performance Standard:

The Contractor shall not allow their employees to use at any time a privately-owned vehicle while performing their assigned duties on this contract.

Only official vehicles designed for secure transport of detainees may be used to transport detainees.

5.4.13 BEING ARMED WHILE IN THE SECURED (CAGED) PORTION OF VEHICLE

Performance Requirement:

Transportation Officers shall be armed with lethal and non-lethal force consistent with the CBP Use of Force Policy referenced in Section 3 of this PWS. However, no armed Contractors are allowed in the secure (caged) portion of the vehicle.

Performance Standard:

Contractor shall ensure that officers are not armed while in the secured (caged) portion of the transport vehicle. If he/she must enter that area, the contractor shall leave the weapon(s) with another contractor for safekeeping or properly store their weapon(s) in an approved lockbox prior to entering the secured portion of the transport vehicle.

5.4.14 TRANSPORTATION OFFICER SECURITY OBJECTIVES AT MEDICAL FACILITIES

Performance Requirement:

The Contractor shall provide Transportation Officers to secure physical custody of detainees at medical facilities from the time the Contractor accepts custody of the detainees from a Government Agent/Officer until custody of the detainees are properly transferred back to a Government Agent/Officer. Adequate secure custody of detainees always requires physical control of the detainee. The physical control of the detainee shall be sufficient to prevent escape, especially where the detainee is not restricted within the confines of a detention facility (cell) and/or restrained using restraining devices. The Contractor is responsible for always maintaining constant guard and observation of detainees, in accordance with the following:

A minimum of two TOs per detainee are required for the purposes of maintaining security. The TOM shall have the authority to determine an increase in the amount of contracted TOs when necessary but may not reduce the number of guards assigned to monitor a single detainee to less than two. A ratio of Officers may be determined by the TOM to guard multiple detainees within an immediate area. The configuration of the medical facility and a risk assessment by the TOM may also alter the ratio of Officers for detainees needed to ensure compliance with hospital policy.

At least one Officer should be of the same gender as the detainee in custody. If not operationally feasible, the TOM shall be consulted for further direction. These duties will be coordinated with and at the direction of the TOM, or designated representative.

All preparations must be completed before TOs are required to start work and report to the medical facility immediately upon notification by the COR or TOM. Assume physical control of the detainee upon arrival to the medical facility.

All existing forensic policies of medical facilities should be followed. Furthermore, Officers must comply with any additional policies or standards regarding medical facilities that are provided to the Contractor by the Government during performance of the task order/contract.

Unless approved by a CBP supervisor, no detainees are allowed visitors that are unrelated to the direct provision of medical care or services to the detainee. Questions regarding visitors shall be directed to the TOM when on-duty, and alternatively, to an On-Duty-Supervisor (ODS). The Officers shall not interfere in any medical care that is provided by the facility.

Employees must undergo orientation to provide the services herein described. The orientation must be sufficient to ensure all employees understand and can perform the duties outlined in the terms and conditions of this contract.

Accept all detainees to be guarded throughout the delivery of medical treatment at a medical facility unless the Contractor notifies the Government that they have concerns guarding a particular individual and reasons for their concern. If concerns regarding a detainee are raised, immediate notification of the COR or TOM via the established communication protocol for further guidance is required. This shall include guard services, always, while the detainee is under treatment in a medical facility as directed by the TOM or ODS. In exceptional cases, the TOM or ODS may decide that a detainee is unsuitable for Contractor guard services. Detainees may be considered unsuitable for Contractor guards for a variety of reasons, such as the potential for violence, whether the detainee is deemed a high risk for an escape attempt, and/or notoriety (i.e., witnesses to serious crimes). If a detainee is considered unsuitable for Contractor guards by the TOM or ODS, the detainee will be guarded by Government Agents/Officers. The TOM or ODS may revise an initial determination of Contractor guard suitability at any time and effect the corresponding change in Officers at a practicable time. At no time in the Contractor's execution of treatment shall a detainee be without guard service.

Performance Standard:

Contractor shall ensure that Transportation Officer security objectives are met safely, efficiently, and any actions taken are compliant with applicable regulations. All other established procedures and guidelines are still applicable and shall be followed.

5.4.15 COMMUNICATION SYSTEMS

Performance Requirement:

Establish an internal communications system that has direct and immediate contact with all vehicles and post assignments, including a communications system, which has direct and immediate contact with the Contractor supervisor, and the COR or TOM.

The current 9 Southwest Border Patrol Sectors utilize the vehicle-mounted Motorola APX Mobile Radio, APX8500, All-Band P25 Mobile Radio. The Contractor shall be required to utilize at a minimum, the APX8500 Single Band Configuration, P25 Mobile Radio. CBP will provide the contractor with Border Patrol frequencies, which the contractors can program into their radios. Contractor radios must be unencrypted. Contractors are required to furnish their own vehicle radios. Portable radios are not required; however, the Contractor must also have a secondary means of communication e.g., cell phone

Performance Standard:

Upon demand, the COR or TOM shall be provided with the current location and status of all vehicles and employee post assignments.

5.4.16 IMMEDIATE MEDICAL ATTENTION

Performance Requirement:

The most expedient action must be taken to ensure the impacted detainee receives immediate medical attention if a medical emergency arises while transporting a detainee.

Performance Standard:

Contractor personnel must be certified with a minimum of 8 hours in basic emergency medical training such as First Aid and CPR. The Contractor shall communicate the situation to the TOM/ODS for further direction.

5.4.17 SECURE DOCUMENT DELIVERY

Performance Requirement:

When the Government provides documents (i.e., 'A' files) to a Contractor for safe and secure transport along with the detainees, the documents must be delivered to an authorized recipient. The Contractor is required to furnish their own Government-approved lockboxes in their transport vehicles. The Contractor shall ensure the material is properly secured in a Government-approved lockbox, kept confidential, and not viewed by any person other than the authorized recipient.

To ensure that the receiving facility also receives the detainee's files and other required documentation:

- Contracted transportation officers may not accept a detainee without the required documents that are to be provided by CBP officials prior to departure unless the COR or Designated CBP Official approves this before the transport; and,
- The receiving facility may refuse to accept a detainee without the required documents that are to be provided by CBP officials prior to departure.
- The Contractor is required to furnish their own government approved lockboxes in their transport vehicles.

Performance Standard:

The Contractor shall ensure the material is properly secured in a Government-approved lockbox, kept confidential, and not viewed by any person other than the authorized recipient. The Government (COR, PM, CO) must approve the design and completed installation of the lockbox prior to the Contractor placing any detainee in transport vehicles.

5.4.18 LANGUAGE SKILLS

Performance Requirement:

Proficiency in the Spanish language is required.

Performance Standard:

A minimum of one Contractor performing each transportation, medical escort and/or facilities guard service activity must be proficient in the Spanish language (sufficiently proficient in the Spanish language to carry out all transportation and security duties under this contract that includes providing oral directions, responding appropriately to questions posed by Spanish-speaking detainees, and assessing the status and condition of the detainees).

5.4.19 CITIZENSHIP AND RESIDENCY FOR EMPLOYEES

Performance Requirement:

U.S. citizenship or legal permanent resident status and residency in the United States is required for all contract employees and subcontractors working on this contract.

Performance Standard:

The Contractor must be able to provide proof of U.S. citizenship or legal permanent resident status for its employees and subcontractors upon request.

5.4.20 DETAINEE PERSONAL PROPERTY MANAGEMENT

Performance Requirement:

Maintain 100 percent accountability and control for detainee personal effects that are to be disposed of by the agency or returned to an owner or authorized agent later. Contractors may be required to collect and handle the personal effects of the detainee at the location of detention.

Performance Standard:

The Contractor maintains 100 percent accountability and control for detainees' personal effects that are to be disposed of by the agency or returned to an owner or authorized agent later. The Contractor may be required to collect and handle the personal effects of detainees at the location of detention.

Detainees shall not have access to any personal baggage or packages while in transit (except as specified in Section 5.4.23.2 in this PWS. Every Transportation Officer (and only Transportation Officers) must have the capability to unlock every lock located in or on the vehicle at any given time throughout the trip.

The Contractor maintains 100 percent accountability and control for detainees' personal effects while they are in transit. The following policy guidance applies:

1. The Contractor transportation team shall not except for transport any personal property belonging to a detainee that constitutes a threat to the safety and security of other detainees, officers, or the transportation vehicle.
2. Detainees' personal property shall be thoroughly searched by the Contractor prior to accepting the property, unless the property is properly sealed in a government provided tamper-proof container initialed by the detainee.
3. Detainees' personal property shall be thoroughly searched by the Contractor prior to accepting the property, unless the property is properly sealed in a government provided tamper-proof container initialed by the detainee.
4. Detainees' personal property should remain locked in the vehicle storage compartments during the entire transit.
5. The Contractor may implement an internal policy that enhances the current government policy above to ensure effective management of detainees' personal property.

Transport staff shall ask each detainee whether he or she has in his or her possession all funds, valuables, and other personal property, and follow the guidelines below:

1. If a detainee answers "yes," he or she may board the vehicle.
2. If a detainee claims missing funds, valuables, or personal property, the detainee shall remain at the facility until completion of the required paperwork. Photocopies of the completed forms are sufficient documentation for the transfer to proceed.
3. The Contractor will help in preparing detainees, including their property. This assistance includes, but is not limited to, valuable property accountability, bagging and tagging detainee property, maintaining accountability for the property, and transporting property in accordance with established procedures.
4. Staff from the original facility shall include on each Form I-216 or equivalent form, in the "checked baggage" section, the I-77 numbers found on the Property form, to be verified by the receiving facility staff. In the event the equivalent form does not have a "checked baggage" section, the contractor shall physically handwrite the I-77 number on the form. Field to Station detainee pickups may or may not include an I-216 Manifest at the time of pickup. The Contractor shall perform the requested detainee transportation at the direction of the CO/PM/DPM/TOM/ODS and/or their designee.

5. The lead driver shall check the manifest against the number of packages by detainee name and A-number before signing the Form I-216 or placing the baggage on the vehicle.

NOTE: An I-216 Manifest or equivalent form, when provided, may be provided to the Contractor physically (printed form) or electronically.

5.4.21 LOADING A CONTRACTOR OWNED VEHICLE

The following guidelines shall be followed by the Contractor when loading a contractor owned vehicle.

5.4.21.1 SECURITY AND OCCUPANCY

Armed officers shall be posted whenever detainees enter or exit a vehicle outside a secure area. The detainees will be made aware of the rules of conduct during the trip. The detainees will be properly managed from the staging area into the vehicle. The number of available officers shall determine whether they move at one time or in groups.

5.4.21.2 ITEMS DETAINEES MAY KEEP IN THEIR POSSESSION

Ordinarily, detainees in transport may keep the following in their possession: jewelry, cash, eyeglasses, prescription medicines, and receipts for property and money. However, transporting officers shall follow established procedures as determined by each location. Additionally, if the transporting officers determine that any of these items would compromise officer or detainee safety, the items shall be removed from the detainee's possession and placed in an appropriate storage area. If annotated in the detainee's medical record, in some instances, the vehicle crew shall safeguard prescription medication, and when dosage is required by the detainee the vehicle crew may retrieve the prescription medication and provide the detainee the opportunity to take the medication, noting the detainee's name, A-number, and date and times dispensed, and by whom. These notes shall be attached to the detainee's medical record or A-file.

5.4.21.3 TRANSPORTATION OF FEMALES, MINORS, AND TRANSGENDER INDIVIDUALS

Females may be transported by bus for no more than ten hours unless there is a restroom onboard the bus. Females shall be always highly visible to all transportation officers and seated in the front of the vehicle. The Contractor shall ensure that during all transport activities at least one transportation officer shall be of the same sex as the detainees being transported. If there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same sex as the detainee(s) must be present.

Minors shall be always separated from unrelated adults during transport and seated in an area near officers and under their close supervision.

The Contractor shall provide all car seats and booster seats when transporting children and infants as required by state law.

Transgender Individuals: When a detainee is in the care of the Contractor, the contracted officer shall review the detainee's record and documentation. If the record indicates the detainee's gender identity differs from his or her biological sex, the Contractor shall only ask questions related to gender identity when such information is necessary to ensure the safety and security of other detainees and staff. For the safety of the detainees, this information will be included in the Form I-216. In addition, the Contractor shall ensure that sensitive information, such as the detainee's gender identity, is not used to the detainee's detriment by Contractor personnel or other detainees. If there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same gender that the detainee identifies as must be present.

5.4.21.3 COUNT, IDENTIFICATION, AND SEATING

To confirm the identities of the detainees they are transporting, the vehicle crew shall count, identify, and seat detainees in accordance with written procedures in the PWS. Extra attention needs to be paid:

- To detainees with physical or mental health conditions, or who may need to be more closely observed to ensure their safety.
- To ensure that disabled detainees are transported safely and securely, transportation officers shall make reasonable accommodations for them.
- To detainees in restraints (whose documents or behavior in transit indicate a security risk) and kept under closer observation. A logged record must be maintained to include the detainee's name, reason for using restraints, type of restraints, and times restraints were applied and removed. This record must be provided to the Government upon request.
- To documenting a physical man-count that accounts for every individual in the supervision of the Contractor and must be completed once all passengers are seated on board and every time before resuming the trip after the vehicle makes a scheduled or unscheduled stop.

5.4.22 VEHICLE OPERATIONS

Performance Requirement:

Transportation officers shall comply with all state and federal motor vehicle regulations referenced under Section 3 of this PWS including, but not limited to:

- Wearing a seat belt when the vehicle is moving
- Holding a valid state issued CDL with a 'P' Passenger endorsement and any other CDL endorsement as required by the state, if driving a vehicle size which requires one.
- Remain seated while the vehicle is in motion

- Keep the cage doors locked (secured where a detainee would not be able to open from inside the secured portion of the compartment) whenever detainees are on board
- The assistant driver (if available) is responsible for detainee oversight during transport
- Must maintain a clear view of the entire vehicle compartment and remain alert for behavior that could jeopardize safety and security
- Detainees shall not have access to any personal baggage or packages while in transit
- Driving defensively, taking care to protect the vehicle and occupants, and obeying all traffic laws.

Driving under the influence of drugs or alcohol is strictly prohibited. In addition to any other random testing as part of a drug-free workplace program, all officers assigned to transportation may be subject to the U.S. Department of Transportation (DOT) or FMCSA drug and alcohol testing program.

Performance Standard:

Contractor shall ensure that vehicles are operated in accordance with all performance requirements and complete control of vehicles is always maintained.

5.4.23 RESPONSIBILITIES EN ROUTE

This section describes the Contractor responsibilities while en route.

5.4.23.1 POINT OF CONTACT

The destination's receiving office on the vehicle route serves as the contact point and is responsible for monitoring the vehicle's schedule. Upon contacting an arriving vehicle, the receiving officers shall certify that they are taking custody of the specified detainees by signing the Form I-216.

5.4.23.2 SAFETY AND SECURITY

For safety purposes, all personnel shall remain seated while the vehicle is in motion. Transportation vehicle cage doors from the vehicle's cages shall remain locked whenever detainees are on board, and oversight must be at its max capacity during transport. The Contractor must always remain alert for behavior that could jeopardize safety and security.

Detainees shall not have access to any personal baggage or packages while in transit (except as specified in Items Detainees May Keep in Their Possession earlier in this document). Every Transportation Officer (and only Transportation Officers) must have the capability to unlock every lock located in or on the vehicle at any given time throughout the trip.

All contract vehicles will be equipped with surveillance cameras with the ability to monitor and record. The Contractor shall maintain and store footage of all surveillance cameras for a

minimum of 6 months. Unless otherwise specified in this PWS, the government will be provided copies of all recordings, upon request, within 24 hours.

An armed contracted officer may not enter the contained, secure area of the vehicle. If he or she must enter that area, the officer shall first leave the weapons (firearm and use of force weapons) with another officer for safekeeping or, if the vehicle is equipped with weapon locker or lockbox, in a locker or lockbox.

5.4.23.3 STOPS

During stops, which the vehicle crew shall keep to a minimum, detainees shall not leave the vehicle until the transporting officers have secured the inside and outside area. When the detainees disembark, the officers shall keep them under constant observation to prevent external contact and/or contraband smuggling or exchange. At least one officer shall remain in the vehicle when one or more detainees are present.

5.5 SCHEDULE, TRACKING, AND REPORTING SYSTEM

Performance Requirement:

The Contractor shall provide and maintain a secure Schedule, Tracking and Reporting System that is accessible by multiple Government users simultaneously, display all scheduled routes in real time, track and provide the CBP designated officials with real time status of ongoing missions, provide instant verification for completed performance, and create daily, weekly, and monthly reports of all routes to include Facility Guard and Medical Escort missions. Microsoft Suite Applications such as TEAMS or equivalent applications are not acceptable as a Schedule, Tracking and Reporting system.

Performance Standard:

The Contractor shall provide and maintain a secure Schedule, Tracking, and Reporting System that is accessible by multiple Government users. At a minimum, the Schedule, Tracking and Reporting System must be accessible to 30 Government users at any given time. The Schedule, Tracking, and Reporting System shall provide all metrics elements described in Section 5.5.2 of this PWS, display all scheduled routes/missions by Global Positioning System (GPS) in real time, track and provide the CBP designated officials with real time status of ongoing route/missions, provide instant verification for on time departure and completed performance, and create daily, weekly, and monthly reports of all routes and missions to include Facility Guard and Medical Escort missions. The Schedule, Tracking, and Reporting System must provide the Government with real time view of the number of detainees being transported during a scheduled route.

All Government users shall be able to query all the data in the Form I-216. Any deviations from the Form I-216 (noted by the Contractor or the Government) will immediately generate an alert to all concerned parties and the COR with the nature of the issue and anticipated resolution. All deviations and discrepancies for the month will be consolidated in the Contractor's monthly

report and submitted to the Sector TOM and COR. All deviations will be reviewed by the Government, and a determination will be made whether any deviations were caused by the Government or the Contractor. The secure Schedule, Tracking and Reporting System must be considered a commercial item in accordance to FAR 2.101.

Daily, Weekly, and Monthly Status Reports provided through the Schedule, Tracking, and Reporting System shall be submitted in a format that is exportable to PDF or Microsoft Word/Excel format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.5.1 WEEKLY STATUS REPORT

Performance Requirement:

Provide a Weekly Status Report on contractor performance and related issues that can be accessed through a reporting system provided and maintained by the Contractor for the use of each TOM for their perspective Sector and the COR for all Sectors. Microsoft Suite Applications such as TEAMS or equivalent applications are not acceptable as a Schedule, Tracking and Reporting system.

Performance Standard:

Reports in the reporting system are to be validated by the Contractor by the close of business on Monday for the preceding work week (Monday through Sunday). Reports shall contain all contract performance activities and related metrics prescribed in the Quality Assurance Surveillance Plan (QASP) to include metrics as described in Section 5.5.2 of this PWS.

Additionally, reports shall include the results of any inspections conducted by law enforcement authorities, the status of all incidents, and mitigation actions required in the performance of the contract. Weekly Status Reports must be submitted in a format that is exportable to PDF or Microsoft Word/Excel format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request. Microsoft Suite Applications such as TEAMS or equivalent applications are not acceptable as a Schedule, Tracking and Reporting system.

5.5.2 METRICS REPORTING SYSTEM

Performance Requirement:

Provide a reporting system that permits CBP personnel to assess historical data prescribed in the Quality Assurance Surveillance Plan (QASP). This system shall provide access to a single sector's data, as well as all sector data. The reporting system must capture daily trip log and non-vehicle route/mission information to include the following data elements:

- Sector Name
- Route/Mission Identification Number (vehicle and non-vehicle Route/Mission)
- Shift/Trip Identifier
- Trip Origin/Destination
- Trip Start/Completion Time

- Trip Load*
- Gender Demographics of Detainees Transported (Male/Female/Minor/UAC/Transgender)
- Transport Delays (time of delay, reason for delay, and actions taken to resolve delay)
- Number of stops (Waypoints) during each performed route to start and stop time (from arrival to departure at each Waypoint)

* The trip load is the maximum number of passengers transported in a vehicle assigned to an assigned route per trip. Most routes have one or more waypoint stops where detainees are embarked or debarked. This metric reports the maximum number on board at any one time.

The reporting system shall enable a conversion of data to charts and graphs. No reporting system shall require the installation of software or patches on a Government computer. If a graphical user interface (GUI) device is proposed, it shall be approved by the Government. The Government's role in the review/approval of this system is for utility only and should not be construed as a certification of an IT system for government applications. Any proposed reporting system shall permit the Government to retrieve data over a variety of time periods (e.g., daily, one-week, multiple weeks, one-month, multiple months, 1 year, and multiple years). Microsoft Suite Applications such as TEAMS or equivalent applications are not acceptable as a Schedule, Tracking and Reporting system.

Performance Standard:

Data available through the Metrics Reporting System shall include vehicle and non-vehicle routes/missions. The data shall be certified as valid (accurate/complete) by the Contractor, by the close of business on the 3rd of each month (if the 3rd day of the month lands on a weekend and/or holiday, by close of business the first official workday following the weekend and/or holiday). The data shall be stored in a secure environment, and easily exportable into a Microsoft Excel format for comprehensive analysis by CBP staff. The contractor shall ensure that historic data is available to the Government during the contract period of performance and exportable at the end of the contract and available for audit/inspection upon request. Microsoft Suite Applications such as TEAMS or equivalent applications are not acceptable as a Schedule, Tracking and Reporting system.

5.6 FUEL SAVINGS PLAN

Performance Requirement:

The Contractor shall propose and implement a fuel savings plan. Throughout the period of performance, the Contractor shall continue to evaluate, explore, and propose fuel savings initiatives.

Performance Standard:

Pursuant to the Energy Policy Act, Executive Order 13423, fuel savings initiatives such as procedures to reduce vehicle idle time, locate lowest cost fuel suppliers to include bulk fuel options, and obtaining quantity discounts are implemented and efficiency strategies such as low rolling resistant tires, synthetic oils, and other technologies are employed. The Contractor shall submit a Fuel Savings Plan to the COR within 30 days after BPA award and Quarterly Fuel

Savings Reports to report progress on fuel savings initiatives to the COR by the 15th of January, April, July, and October for the previous fiscal quarter. The Fuel Savings Reports shall report overall contract and individual Sector usage and shall include but not limited to the following:

- Greening the Government Through Federal Fleet and Transportation Efficiency Strategy
- Fuel Usage (include comparison chart/graph depicting current Fiscal Year Quarters)
- Engine Oil Usage (include comparison chart/graph depicting current Fiscal Year Quarters)
- Use of Low Rolling Resistance Tires
- Recycling Plan
- Other initiatives the Contractor is taking towards “Greening the Government”

The Fuel Savings Plan and Fuel Savings Reports shall be submitted electronically via email in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.7 PROFESSIONALISM, SAFETY, AND SECURITY

5.7.1 PERSONNEL QUALIFICATION COMPLIANCE

Performance Requirement:

All personnel are properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements. Contractors must abide by firearms regulations, qualifications, and training standards for the state in which they plan to perform their assignments. The Contractor must determine the number of annual refresher training hours that is required to maintain ‘currency’ based upon personnel being properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements.

Performance Standard:

100% of all personnel are licensed, certified, and trained for their assignments. Should any contractor personnel fail to maintain ‘currency’, they shall not be assigned to any mission until they are properly licensed, certified, and trained. The Contractor shall provide electronically via email in Microsoft Excel format to the PMO, a monthly compliance report of all required licensing, certifications, and required training. The Contractor maintains records available for Government audit/inspection upon request. Audits/inspections that do not meet this performance standard are subject to risk mitigation actions as described herein.

5.7.2 POLICIES AND PROCEDURES COMPLIANCE

Performance Requirement:

All management policies and procedures are complied with to include but not limited to: ensuring that detainee escapes, repatriations of pre-processed detainees, etc. do not occur. Should a reportable event occur, subsequent investigation by the Contractor, as accepted by the Government, demonstrates that contractor personnel followed all established policies and

procedures to include but not limited to preventing detainee escapes, repatriation of pre-processed detainees, etc.

Performance Standard:

100% of all management policies and procedures are complied with to include but not limited to: ensuring that detainee escapes, repatriation of pre-processed detainees, etc. do not occur due to not following established policies and procedures. The Contractor maintains records available for government audit/inspection upon request. Reportable events that do not meet this performance standard are subject to risk mitigation actions as described herein.

5.7.3 SAFETY RECORD

Ensure vehicle mishaps and personnel injuries to include personnel accidents/injuries that are not vehicle related do not occur. Should an uncontrollable or unforeseen event occur, subsequent investigation by the Contractor, as verified by the Government, should demonstrate that contractor personnel followed all established policies and procedures to prevent vehicle mishaps and personnel injuries. The Contractor shall maintain a Satisfactory Federal Motor Carrier Safety Rating.

Performance Standard:

No vehicle mishaps or personnel injuries occur due to noncompliance with applicable policies and procedures. The Contractor shall maintain throughout the life of the contract a ‘Satisfactory’ Motor Carrier Safety Rating issued by the Federal Motor Carrier Safety Administration. Further details available at: <http://www.safersys.org>. Contractor maintains records available for Government audit/inspection upon request. Reportable events that do not meet this performance standard are subject to risk mitigation actions as described herein.

5.7.4 PROFESSIONALISM

Performance Requirement:

Contractors transporting or guarding CBP detainees shall wear uniforms to include name plate/tape that allow them to be easily recognizable by CBP Agents and Officers for their assigned function. Uniforms must be always worn while on duty and include equipment requirements listed in the CBP Use of Force Policy. Contractors may not wear any lethal or non-lethal force devices on their person unless they are in proper uniform. CBP does not require bulletproof vests; however, the Contractor may choose to issue bulletproof vests to its personnel as part of its uniform.

A minimum of 3 uniforms shall be issued to provide officers with clean serviceable uniforms for daily use. The International Union, Security, Police, and Fire Professionals of America (SPFPA) Collective Bargaining Agreement’s established uniform requirements are considered acceptable.

Uniformed contract employees must represent CBP with a high level of professionalism while performing their duties. Contractors shall treat all persons with courtesy, dignity, and respect. Contractors shall not act in any manner that may compromise security or the accomplishment of the transportation mission.

Performance Standard:

Transportation Officers shall wear a uniform in accordance with the contractor's established guidelines and procedures that present a professional image, and which are clean, neat, and functional. This includes the CBP Use of Force equipment requirements identified in Section 5.7.4 of this PWS and below:

- Firearm with 3 fully loaded magazines
- One intermediate force device
- One set of handcuffs

All contract employees are expected to:

- Exercise good judgment
- Interact with people in a professional manner
- Maintain a high level of performance
- Maintain poise and self-control under stress

5.8 STANDARD OPERATING PROCEDURES (SOPs)

The Contractor shall submit SOPs to the COR within 30 days after BPA award. The SOPs shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

Detail procedures and protocols that contract staff will adhere to for safe, effective, and compliant operations. The sources for developing SOPs include CBP policies, federal standards, and best practices. At a minimum, SOPs shall include:

- **Detainee's Personal Property Procedures Plan** – Procedures for managing personal property of detainees. Content shall include search procedures, identification, and handling of contraband or dangerous material, security, record keeping.
- **Placement and Securing of Detainees in Vehicles** – Procedures for placing and securing detainees in vehicles. Content shall include procedures for separation of gender, families, unaccompanied minors, and record keeping.
- **Detainee Pickup** – Procedures for picking up and transferring detainees. Content will include required documents, identification, and procedures for assuming custody.
- **Use of Force** – Procedures for use of force and compliance with CBP Use of Force policies. Content shall include standards, procedures, training and certification requirements, physical restraints, and equipment.

5.9 COMMUNICATIONS AND NOTIFICATIONS

Report all incidents (initial report) referenced in subparagraphs 5.9.1 through 5.9.8 below to the following parties via email within 2 hours of occurrence of the incident:

- COR/PM/TOM/ODS (verbally)
- Government Program Manager (PM)

- Contracting Officer
- Contract Specialist
- Other appropriate personnel as identified by the Government

Initial Reports shall provide the following information via email:

- Date, time, and location of the event
- Mission/Route ID
- Name of Transportation Officer(s) involved and transport vehicle ID
- Number of detainees on board
- Brief synopsis of the incident
- Any additional information as requested by the COR/PM/TOM/ODS.

When the Government identifies a reportable incident, an appropriate representative will notify the Contractor, when such information will not compromise any on-going investigation. The Contractor shall then take appropriate action to meet task order/contract reporting requirements.

5.9.1 FOLLOW-UP INCIDENT REPORTING

Performance Requirement:

The Contractor shall provide a written detail of a reportable incident to the COR, PM, and TOM within 24 hours of the incident occurring.

Performance Standard:

The Contractor shall provide the COR, PM, TOM, and CO a written detailed report of all reportable incidents within 24 hours of the incident occurring. Follow-up Incident Reports shall be submitted electronically via email in PDF or Microsoft Word format and must include the following information:

- Date, time, and location of the event
- Mission/Route ID
- Name of Transportation Officer(s) involved and transport vehicle ID
- Number of detainees on board
- Detailed report of the incident
- Any additional information as requested by the COR/PM/TOM/ODS.

All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.2 INVESTIGATION REPORTS

Performance Requirement:

Provide immediate verbal notification of any investigations initiated by the contractor or requested by the Government that may potentially impact performance on the contract and/or may possibly reflect negatively on the Government to the COR, PM, and TOM within an hour of the incident.

Performance Standard:

Provide immediate verbal notification to the COR/PM/TOM/ODS of any investigations initiated that have a nexus to the performance of the contract followed by an initial written report submitted electronically via email within 2 hours. Provide the COR, PM, TOM, and CO with the complete written results of any investigation conducted by the Contractor relating to the services provided by this contract within 24 hours of completion. This includes any informal investigation of a contractor suspected of not complying with Sections 5.8, 5.12, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, and Section 4.20 of this PWS or of a contractor being unable to maintain required license, certifications, and training to perform services under this contract or any incident, to include on or off duty that may potentially reflect unfavorably on the Government or the Contractor. Investigation Reports shall be submitted electronically via email in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.3 VEHICLE ACCIDENT REPORTS

Performance Requirement:

Provide immediate notification to the COR/PM/TOM/ODS in the event of a vehicle accident, whether or not there are detainees on board or do or do not require medical attention. A traffic collision, also called a motor vehicle collision, car accident or car crash, occurs when a vehicle collides with another vehicle, pedestrian, animal, road debris, or other stationary obstruction, such as a tree, pole or building.

Performance Standard:

Provide the COR, PM, TOMS, and CO with an immediate verbal notification of any accident, followed by an initial written reported submitted electronically via email within 2 hours, and submit the written detail of any accident within 24 hours of incident. Vehicle Accident Reports shall be submitted electronically via email in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.4 DETAINEE ESCAPES OR ATTEMPTS TO ESCAPE WHILE UNDER THE CONTRACTOR'S CARE AND CUSTODY

Performance Requirement:

Provide immediate verbal notification to the COR/PM/TOM/ODS in the event of a detainee escape or attempt to escape from custody while under the Contractor's care and custody. This includes any emergency hatch activations on the Contractor's vehicle transports.

Performance Standard:

If a detainee escapes or attempts escape, the contractor shall not jeopardize the security of the remaining detainees by chasing the escapee. Instead, the Contractor shall immediately notify the COR/PM/TOM/ODS and nearest CBP facility, providing the escapee's name, height, weight, type of clothing, and direction of flight (if known). The COR/PM/TOM/ODS/CBP Facility shall relay this information directly to local law enforcement agencies.

The Contractor shall provide an initial written report of any detainee escape, attempted escape, and/or emergency hatch activation electronically via email within 2 hours of the incident and prepare a fully documented written report of the escape, attempted escape, and/or emergency hatch activation and provide it to the COR, PM, TOM, and CO within 24 hours of the incident. Completed Escape or Attempts to Escape investigation reports shall be submitted electronically via email in PDF or Microsoft Word format within 5 working days. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.5 MISSION-IMPACTING MECHANICAL VEHICLE PROBLEMS

Performance Requirement:

Provide immediate verbal notification to the COR/PM/TOM/ODS on any mechanical vehicle problems, which might cause a delay in the transporting of detainees. This notification is required even for cases that do not require the Government to respond to the site of the incapacitated vehicle.

Performance Standard:

Provide the COR, PM, TOM, and CO with an immediate verbal notification and provide an initial written report electronically via email within 2 hours, of any mechanical vehicle problem which may or may not have caused an actual delay in the transporting of detainees and prepare a fully documented written report within 24 hours of incident that include the following:

- Date, time, and location of the event
- Mission/Route ID
- Name of Transportation Officer(s) involved and transport vehicle ID
- Number of detainees on board
- Brief synopsis of the incident
- Any additional information as requested by the COR/PM/TOM/ODS.

Mission-Impacting Mechanical Vehicle Problem Reports shall be submitted electronically via email in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.6 USE OF FORCE

Performance Requirement:

Provide immediate notification to the COR/PM/TOM/ODS and CO in the event of any use of force by Contractor personnel.

Performance Standard:

Provide an immediate verbal notification and an initial written report electronically via email within 2 hours of the incident, and a complete written report to the COR, PM, TOM, and CO within 24 hours of the event that includes the following:

- Date, time, and location of the event
- Device(s) used
- Name and date of birth (if known) of the subject(s)
- Nature and the extent of injuries claimed or observed
- Current location of the subject
- Any additional information as requested by the TOM.

Use of Force Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.7 TERRORISM

Performance Requirement:

Verbally notify the COR/PM/TOM/ODS immediately of any incident related to or potentially related to terrorism or other criminal or threatening events witnessed by the contractor during the performance of their duties, such as:

- Encounter of suspected Weapons of Mass Destruction (WMD), including chemical, biological, radiological, nuclear, or explosive device; or
- Encounter of documents, material or foreign currency from any country believed to be affiliated with terrorism or receipt of information indicating that a suspected terrorist or WMDs will enter or depart the U.S.

Performance Standard:

Provide the COR, PM, TOM, and CO with an immediate verbal notification and an initial written report electronically via email within 2 hours of the incident, and the written details within 24 hours of incident. Terrorism Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.9.8 OTHER REPORTABLE INCIDENTS

Performance Requirement:

In addition to terrorism-related activity, the following is a list of reportable incidents that require immediate verbal notification to an ODS:

- Any death of, or injury to, a contract employee who is on-duty
- Any conduct of a Government or contract employee witnessed by a contract employee that in the opinion of the employee is illegal or unethical.
- Any shooting incidents involving contract employees, to include unintentional discharges of their service weapons on or off-duty.
- The death, injury, or escape of an individual which was caused by the actions of contractor personnel (either on or off duty) or which occurred while the individual was detained in contractor custody (including vehicle accidents or suicide attempts).
- Any assault of a contract employee (on or off duty) occurring in relation to his/her employment or official duties.
- Any use of contractor-issued intermediate force weapon (e.g., pepper spray, collapsible steel baton) on a detainee on or off duty.
- Any event or incident that has resulted or may result in media attention.
- Unscheduled disruption of transportation services greater than 1 hour.
- Contractor damage to Government or civilian property including but not limited to buildings, vehicles, or IT equipment.
- Loss of contractor-issued radio containing official CBP frequencies.
- Allegation of misconduct on duty including verbal, sexual, or physical abuse involving a detainee or contractor or Government personnel.
- Any observed instance of verbal, sexual, or physical abuse involving a detainee or contractor or Government personnel.
- Any on-duty accident where Government and/or private property is involved regardless of damage assessed.
- Any on duty accident when detainees are or are not being transported.
- Any on duty accident where the damage to a contractor transportation vehicle is significant and will disrupt transportation service.
- Any solicitation of a contractor employee that could be construed as a “bribe”.
- Any other event that may warrant review by senior management to include heroic acts and/or public recognition (e.g., rescues)
- Any weapon or contraband found by the Contractor during the performance of their duties.

- Refusal of detainee(s) by U.S. government entity, U.S. law enforcement agency, or foreign government.

Performance Standard:

Provide immediate verbal notification to the ODS and provide the COR, PM, TOM, and CO as outlined in section 5.9 of this PWS, immediate verbal notification and an initial written report electronically via email within 2 hours of the incident with the written details within 24 hours of incident. Other Reportable Incident Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit/inspection upon request.

5.10 RISK MITIGATION

Performance Requirement:

Identify, analyze, and track risks as part of its risk management process. When the contractor determines a probability or impact of a risk to contract performance is high, the Contractor shall prepare a risk mitigation plan to avoid or reduce the risk before the event. Alternatively, if the Government identifies a high probability or impact risk of contract performance, the Government may direct the contractor to conduct risk mitigation planning.

Performance Standard:

Unless requested to be provided sooner by the Government, Risk Mitigation Status Reports shall be provided to the COR and PM by close of business on the 25th calendar day of each month (if the 25th day of the month lands on a weekend and/or holiday, by close of business the next official workday following the weekend and/or holiday). At a minimum, the report shall address risk identification, risk quantification and classification to the Government. The report shall describe the status of mitigation activity for risks that have required the development of a risk mitigation plan. Risk Mitigation Status Reports shall be submitted electronically in PDF or Microsoft Word format. All documentation shall be retained by the Contractor throughout the duration of this program and available for audit upon request.

5.11 EMERGENCY SITUATIONS

If an emergency occurs within a reasonable distance of a CBP office/station, the officers shall make every effort to reach that office before taking extraordinary measures. However, if moving seems ill-advised or impossible, they shall contact the nearest CBP office/station, stating their location and the nature of the emergency so the CBP office/station can respond, secure, and aid as quickly as possible.

If the situation is life-threatening, and the vehicle crew cannot afford to wait for help from a CBP office/station but needs to take immediate action, the following situational guidelines must be followed and provide notifications/reports as outlined in section 5.9 of this PWS.

5.11.1 ATTACK

If a Contractor is attacked while in transit, the vehicle crew should request assistance from the nearest law enforcement agency, continuing to drive until the vehicle is incapacitated. The transportation officers shall do everything possible to protect the safety of everyone in the vehicle.

5.11.2 ESCAPE FROM A TRANSPORTATION VEHICLE

If a detainee escapes during transit, the transportation officers shall not jeopardize the security of the remaining detainees by chasing the escapee, on foot nor by vehicle. Instead, they shall notify the nearest CBP office/station, providing the escapee's name, A-number, height, weight, type of clothing and direction of flight (if known). It is the responsibility of the CBP office/station to directly relay this information to local law enforcement agencies. The transportation officers shall wait for assistance and keep surveillance on the remaining detainees.

5.11.3 ATTEMPTED ESCAPE/ESCAPE FROM A GOVERNMENT FACILITY

Attempted escape is defined as any detainee that ignores orders and is not within positive control of a staff member. Positive control is defined as within six (6) feet and obeying verbal commands. Any detainee within the confines of a Federal facility that attempts to escape will be pursued, so long as it does not jeopardize the safety and security of those remaining, up to the point whereas they exit the facility perimeter walls/fence. At this point, the TO shall observe and report the direction of travel and any significant descriptive features such as clothing colors, approximate height, weight, hair color, etc. Law enforcement will be contacted immediately to assist.

5.11.4 HOSTAGES

If a hostage situation occurs on board the vehicle, one transporting officer shall secure the vehicle perimeter, while the other notifies the closest CBP office/station of the situation. The officers shall make every effort to determine those involved and whether they are armed, relaying the information to the CBP office/station and the local law enforcement agencies. Under no circumstances shall a transporting officer bargain with or take orders from the hostage-taker(s), regardless of the status or rank of the hostage(s). The vehicle crew shall hold all detainees onboard until help arrives, assuming the hostage-taker(s) allow non-participants to disembark. Regardless of demands, the officers shall not allow any hostage-taker(s) to move off the bus, with or without the hostages. A hostage situation shall effectively end a transportation assignment because of the need to interview witnesses, examine the crime scene, etc. The transportation officers shall receive instructions from the COR or CBP designated official on how and where to proceed once the hostage situation is resolved. The Contractor's incident report shall note the participants, witnesses, and action taken.

5.11.5 ILLNESS

If a detainee becomes ill while in transit, but the illness does not appear life threatening, the transporting officers shall take appropriate action and alert the receiving office so it can prepare

to handle the situation. If the illness requires immediate medical treatment (e.g., heart attack), transportation officers shall request assistance from the nearest facility, local law enforcement agencies, and emergency services. The transportation officers shall initiate life-saving procedures as appropriate, proceeding if security permits. The closest CBP office/station shall prepare procurement paperwork and plan for hospitalization, security, etc.

5.11.6 DEATH

If a detainee dies while in transit, transporting officers shall immediately notify the originating or receiving office. The closest CBP office/station shall coordinate with other agencies, including the coroner, that are required to be on the scene when the body is removed from the vehicle. This must take place in the state where death occurred. The Contractor must also provide a different vehicle to transport the remaining detainees currently under the Contractor's supervision, and the vehicle must arrive to the designated location within a reasonable amount of time.

5.11.7 FIRE

In case of fire in or on the vehicle, the driver shall immediately stop the vehicle. The transportation officers shall fight the fire with the onboard equipment. If necessary, the officers shall request assistance from the local fire department and law enforcement agency. If the fire forces the evacuation of the bus, the crew is responsible for maintaining accountability and security while removing the detainees in an orderly fashion.

5.11.8 RIOTS

If a riot, fight, or any disturbance occurs on the bus, the assistant driver shall order the detainees to cease and the driver shall attempt to move the bus to the side of the road. If necessary, the crew shall request assistance from the local law enforcement agency. Efforts should be made to determine the instigators, number of detainees involved, names, and A-numbers. When sufficient assistance is available, the transporting officers shall attempt to regain control, using only as much force, such as restraints or pepper spray, as necessary. Contracted officers may not enter the screened area bearing arms.

5.11.9 NATURAL DISASTERS

The Contractor shall develop written procedures for transportation officers to follow in severe weather or during a natural disaster. In a flood, dust storm, ice storm, tornado, or other natural disaster, the vehicle crew shall contact state authorities to assess road conditions along the planned route. If driving conditions are unlikely to improve, the vehicle crew shall look for a safe area to park the vehicle and request further instructions from the receiving office. When contacting the office, the vehicle crew shall give all available information concerning the vehicle's location. This can include highway markers, buildings, unusual structures, or other identifying features. Should it become necessary to exit the vehicle, the detainees shall be directed to a safe area. When this occurs, officers shall maintain a heightened alertness

throughout the emergency. When the emergency has passed, the officers shall return all detainees to the assigned vehicle and conduct an accurate count.

5.12 ESCAPES

The Contractor shall propose processes and procedures to prevent escapes.

The Contractor shall notify the COR and the CBP Supervisor on duty immediately if an escape or an attempted escape has occurred.

The Contractor shall provide the COR with a written status report of any disturbances at the facility or during transport of a detainee prior to the end of the shift.

The Contractor shall be held to the following standards concerning escapes:

- The Contractor assumes absolute liability for the escape of any detainee in their control.
- The Contractor shall propose written policies and procedures regarding the actions to be taken in the event of an escape.
- This document shall include reporting requirements for all contract employees, escorts, supervisors, and management personnel.
- These procedures shall meet the approval of the COR, be reviewed at least annually, and be updated as necessary.
- Escapes shall be grounds for removing the responsible Contractor employee(s) from duty if the Contractor employee(s) is/are determined by the COR or the CO to be at fault.
- Corrective action to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COR for approval; and,
- A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.

5.13 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH)

Performance Requirement:

The policies, procedures, and guidelines for the environmental health program are intended to evaluate and eliminate or control as necessary sources of injuries and modes of transmission of agents or vectors of communicable diseases. Contractors shall comply with hazard-specific safety, health, and emergency preparedness standards to include Section 5(a)(1) of the OSH Act.

Performance Standard:

Recognized standards of hygiene are provided by the American Correctional Association, Occupational Safety and Health Administration, Environmental Protection Agency, Food and Drug Administration, National Fire Protection Association's Life Safety Code, and the National Center for Disease Control and Prevention. Appropriate activities shall be incorporated into the Logistics Support Plan to evaluate and eliminate or control as necessary sources of injuries and modes of transmission of agents or vectors of communicable diseases.

This performance standard shall apply to Sections 5.13.1 to 5.13.6 of this PWS.

5.13.1 DISTURBANCES AND SAFETY

The Contractor shall comply with CBP written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that CBP emergency plans and procedures are accessible at all posts.

The Contractor shall document disturbances and immediately report all serious incidents and provide a report to the COR.

Serious incidents include, but are not limited to, the following: disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work- place violence, civil disturbances/protests); staff use of force including use of lethal and less lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; escapes; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a community hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus, etc.) resulting in injuries, death, or property damage; and allegations or reports of sexual abuse or assaults.

The Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the public.

5.13.2 SEXUAL ABUSE PREVENTION AND REPORTING

CBP has a zero-tolerance policy for all forms of abuse and/or harassment to include sexual assault/abuse of individuals in the Agency's custody, government and/or contractor employees.

The Contractor shall immediately report to the COR, PM, TOM any knowledge, suspicion, or information regarding sexual abuse or assault of a detainee while in transport.

As soon as it is discovered, the Contractor shall also report to the COR any knowledge concerning other Contractor staff who have engaged in past sexual abuse; who have convictions for engaging in or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who have been civilly or administratively adjudicated to have engaged in such activity.

5.13.3 INJURY, ILLNESS, AND REPORTS

The Contractor shall submit a monthly injury report summary (both for staff and detainees) to the COR by the close of business on the 3rd of each month (if the 3rd day of the month lands on a

weekend and/or holiday, by close of business the first official workday following the weekend and/or holiday).

The Contractor shall immediately assist employees, detainees, or others on the premises or during transport who are require immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid.

The Contractor shall immediately tell the COR and the CBP Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person, including job-related injuries. If a detainee requires immediate medical attention, the Transportation Officer shall notify the nearest medical provider as well as the COR, PM, TOM and the CBP Supervisor on duty.

The Contractor shall submit a follow-up written report to the COR, PM, and TOM within 24 hours of any occurrence.

A serious incident means any incident resulting in injury or illness to a detainee, Contractor staff, CBP staff, or property damage.

5.13.4 PROTECTION OF EMPLOYEES

The Contractor shall comply with OSHA standards and CBP procedures to safeguard employees against exposure of blood borne pathogens and/or other infectious disease. The CBP plan is based upon OSHA standards.

5.13.5 EMERGENCY MEDICAL EVALUATION

The Contractor shall comply with CBP policy and procedures for emergency medical evacuation of detainee(s) from within the facility.

5.13.6 DETAINEE DEATH OR INJURY

The Contractor shall comply with CBP policy and procedures in the event of a detainee injury or death.

6 PLACE OF PERFORMANCE

The place of performance shall be at designated CBP field locations as outlined in the attached Appendices B and C in this document and below.

Performance of transportation and facilities guard services to include medical escort services shall be divided into two separate SWB Corridors:

Arizona/California Corridor (ACC)
Tucson Border Patrol Sector
Yuma Border Patrol Sector

El Centro Border Patrol Sector
San Diego Border Patrol Sector

7 PERIOD OF PERFORMANCE

The period of performance shall be a 12-month base period and four 12-month option periods.

8 SPECIAL CONSIDERATIONS

8.1 CHANGES TO THE PWS

No changes to the PWS or cost increases shall be incurred without written prior approval of the CO as coordinated by the COR. Any changes or cost increases will not take effect until the CO executes a written modification.

8.2 TRAVEL

The Government will not reimburse the Contractor for travel to the primary place of performance. The local commuting area is defined as a temporary duty outside of the "primary place of performance", but within the vicinity surrounding it; and if the site is a minimum driving distance of less than 50 miles by the most direct route from the primary place of performance, the site is a part of the local commuting area.

Written approval from the COR to the contractor shall be required for all travel outside the primary place of performance. Long distance travel shall be performed on an as-needed basis upon the written authorization of the COR. Every effort will be made to obtain economic airfares. Travel and per diem costs are reimbursement in accordance with Federal Acquisition Regulation (FAR) 31.205-46, the Federal Travel Regulation, and in accordance with acceptable accounting procedures. A not to exceed (NTE) travel contract line item (CLIN) shall be established upon each task order award to be managed by the Contractor and the contractor is required to notify the COR upon a 75 percent expenditure of travel budget.

8.3 NON-DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the task. Contractors may be required to sign Non-Disclosure statements.

9 APPENDICES

9.1 APPENDIX A – OPERATIONAL AVAILABILITY HOURS FOR CBP MISSION SUPPORT BASE

Border Patrol Sector/Office of Field Operations	Arizona/California Corridor				
	Mission Transport Capacity & Weekly Vehicle Operational Hours		Weekly Labor Operational Hours		
	HIGH	LOW	Transport	Facility Guard	Labor
ELC Weekly Hours	150	320	620	336	956
SDC Weekly Hours	392	416	1,200	0	1,200
TCA Weekly Hours	1,150	700	3,000	360	3,360
YUM Weekly Hours	800	240	1,840	500	2,340
Tucson Field Office Weekly Hours [1]	0	691	691	0	691
San Diego Field Office Weekly Hours [1]	0	336	336	0	336
Total Weekly Hours	2,492	2,703	7,687	1,196	8,883

1[1] Provided for future requirements

9.2 APPENDIX B – TRANSPORTATION PLAN FOR CBP MISSION SUPPORT BASE

The attached file provides the route details for each Border Patrol Sector. Each shift is represented with its own unique Route ID. The locations listed in the Transportation Plans define the route's primary base of operations. See attached excel file.

9.3 APPENDIX C – MISSION SUPPORT BASE ROUTE TABLE DEFINITIONS

Adult Detainee – Any detained immigrant 18 years of age or older or anyone adjudicated in a criminal court to constitute an adult.

Classification – A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

Contraband – Any item possessed by a detainee or found within the facility, which is declared illegal by law, or expressly prohibited, by CBP or the Contractor. Contraband may include, but is not limited, to the following: drugs and alcohol; sharp objects or hardware that could be fashioned into a weapon; perishable foods that may pose health or spoilage problems; and printed materials that incite to riot, agitate the population, or otherwise cause safety and security problems.

Contract Detention Facility (CDF) – Refers to Contractor owned, and Contractor operated facilities for housing detainees.

Contract Specialist (CS) – CBP employee responsible for contract compliance, contract administration, cost control, and reviewing the COR’s assessment of the Contractor’s performance.

Contracting Officer (CO) – The CBP employee empowered to award, amend, administer, and terminate contracts.

Contractor – The firm, individual or entity, following BPA award, with whom CBP enters into agreement. The provider of services described in the Performance Work Statement (PWS).

Contractor Employee – An employee of a private contractor hired to perform a variety of detailed services described in the PWS.

Contracting Officer’s Representative (COR) – The CBP employee(s) appointed by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administrating the contract.

Credentials – Documents providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

Department of Homeland Security (DHS) – A department of the United States Government, which includes U.S. Customs and Border Protection (CBP).

Designated CBP Official – CBP employee/official, such as a Task Order Monitor, who has been approved by the CO to assist the COR to monitor and provide operational direction to the Contractor.

Detainee – Any person confined under the auspices and the authority of any federal agency, primarily the Department of Homeland Security (DHS).

Detainee Records – Information concerning the detainee's personal, criminal, and medical history, behavior, and activities while in custody, including but not limited to detainee's personal property receipts, visitor list, photographs, fingerprints, disciplinary infractions, and actions taken, grievance reports, miscellaneous correspondence, and forms prescribed as necessary by CBP and other federal agencies.

Direct Supervision – A method of detainee management that ensures continuing contact between detainees and staff by posting an officer(s) inside each selected area. Officers in areas are not separated from the detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

Duration – The duration of that route.

Emergency – Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, natural disaster, or other serious incident.

Emergency Care – Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

Enforcement and Removal Operations (ERO) – Program within ICE primarily responsible for the detention and removal of those immigrants in the country illegally. ERO is the program directly involved in the oversight of private detention facilities whose primary mission is to detain and house illegal immigrants.

Entry on Duty (EOD) – The first day the employee begins performance at a designated duty station on this contract.

First Aid – Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

Grievance – A written complaint filed by a detainee concerning personal health/welfare.

Health Authority – The physician, health administrator, or agency onsite that is responsible for health care services pursuant to a written agreement, contract, or job description.

Health Care – The action taken, preventive and therapeutic, to provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

Health Care Personnel – Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of healthcare training or experience.

Immigrant – Any person who is not a citizen or native of the United States of America.

Inter-Governmental Service Agreement (IGSA) – Refers to an agreement between CBP and a state or local government or a recognized Indian Tribe for facilities for the housing of detainees.

Juvenile Detainee – Any detained immigrant under the age of 18 years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceedings or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.

Location – The route's primary base of operations where the contractor starts and ends their shift. Some routes noted as 'satellite' indicate a Border Patrol station or Port of Entry other than the main Sector Headquarters where transportation routes start and end. A contractor's work shift would originate and terminate at this location.

Logbook – The official record of post operations and inspections.

Medical Records – Separate records of all detainee medical examinations, diagnoses, and treatments maintained by the Division of Immigration Health Services.

Mission Type – There are two mission types:

Transport – Detainee transportation run with some facility guard duties performed by TOs.
Facility – Detainee facility guard duties performed by TOs.

On-Call Posts – Non-permanent posts decided as necessary by the COR.

Performance Work Statement (PWS) – A performance work statement for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

Physician – An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

Policy - A definite written course or method of action that guides and determines present and future decisions and actions.

Procedure – The detailed and sequential actions that are executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

Project Manager – Contractor employee responsible for onsite supervision of all Contractor employees with the authority to act on behalf of the Contractor. The project manager cannot simultaneously serve in the role of manager and officer or supervisory officer.

Property – Refers to personal property belonging to a detainee including valuable and medicine(s).

Proposal – The written plan submitted by the Contractor for consideration by CBP in response to the Request for Quote (RFQ). “Proposal” and “quote” may be used interchangeably for purposes of establishing this BPA.

Quality Assurance – The actions taken by the Government to assure requirements of the PWS are met.

Quality Control Plan – The Contractor’s inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services to meet the requirements stated in the contract.

Restraint Equipment – This includes handcuffs, wrist restraints, leg restraints, and disposable nylon straps.

Route ID – Unique route identifier for a specific shift.

Safety Equipment – Fire-fighting equipment, including, but not limited to, chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits, and stretchers.

Security Risk – High, Medium, and Low

- High Risk Level – Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.
- Medium Risk Level – Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.
- Low Risk Level – Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

Sensitive Information – Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All detainee records are considered sensitive information.

Service Processing Center (SPC) – Refers to ICE-owned and Contractor-operated facilities for housing detainees.

Suitability Check – Security clearance process for Contractor and all Contractor employees to determine suitability to work.

Tour of Duty – Hours that Transportation Officers are on Duty. Contractor tour of duties will comply with all current federal, state, and local regulations. This includes, but is not limited to, the Federal Motor Carrier Safety Administration, CFR 395.5 – Maximum driving time for passenger-carrying vehicles.

Training – An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur onsite, in an academy or training center, at an institution of higher learning, through contract services, at professional meetings, or through closely

supervised on the job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

Transport Capacity – Low or High Transport Capacity Missions. The number of detainees is generally not known prior to the beginning of route commencement. However, based upon historical data, CBP can project the route's required transport capacity.

Weapons – This includes, but is not limited to, firearms, ammunition, knives, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

Weekly Labor Operational Hours – estimated number of weekly labor hours required for a given route.

Weekly Vehicle Operational Hours – estimated number of weekly vehicle hours required for a given route.

Transportation Officers (TOs) – Minimum number of transportation officers needed for that route/mission (usually determined by transport capacity and/or nature of route).

9.4 APPENDIX D – OPERATIONAL AVERAGE ROUTE FOR CBP MISSION SUPPORT BASE

The following table lists all the possible route waypoints within each Border Patrol Sector along with the average mileage for a given route in that Sector. The waypoints listed below are dynamic and may not be all-inclusive; however, they will all fall within the operating range of the route's starting location. The starting/ending location within each identified sector may vary depending on the sector's current need for migrant transportation. In the table below, the most common starting/ending locations are indicated.

One or all possible waypoints may be used on a given route. It is also possible, but less likely, that an alternate waypoint may be identified, but this will be done only if it can be accomplished within the existing shift period. When a designated route is completed prior to the end of shift, the TO may be tasked to perform additional transport or non-transport functions to the end of the shift period.

Performance Work Statement for DHS CBP Transportation Program

SECTOR	STARTING POINT	WAYPOINT'S ¹	ENDING POINT	Average Route Mileage
ELC	El Centro Sector HQ	El Centro BP Station, Calexico BP Station, Indio BP Station, Indio Checkpoint HWY 111, Indio Checkpoint HWY 86 & HWY 78, Calexico Port of Entry, Imperial Regional Detention Facility (ICE), Otay Mesa Port of Entry, Yuma BP Station, Boulevard BP Station	El Centro Sector HQ	170
SDC	San Ysidro POE, Brown Field BP Station	Boulevard BP Station, Campo BP Station, Imperial Beach BP Station, Chula Vista BP Station, Murrieta BP Station, San Clemente BP Station, El Centro BP Station, Barracks 5, Brown Field BP Station, Metropolitan Correctional Center, San Ysidro POE, San Diego County Jail, Las Colinas Detention Center, Casa San Juan Detention Center, Calexico POE, Local Hospitals	San Ysidro POE, Brown Field BP Station	112
TCA	Tucson Sector HQ, Nogales BP Station, Nogales POE	TCC, Wellton BP Station, Maricopa County Sheriff Office Sub-Station, Florence ICE Detention Facility, Lordsburg BP Station, Douglas BP Station, Douglas POE, Brian A. Terry BP Station, Sonoita BP Station, Nogales BP Station, Ajo BP Station, Three Point BP Station (Satellite), CAG LEC, I-90 Checkpoint, Wilcox BP Station, DeConcini POE, Mariposa POE, SR 286/MP16 (Field To Station), Highway 86 BP Checkpoint, Arivaca Road/MP 17 (Field to Station), I-19 Checkpoint, Eloy Detention Center, Casa Grande BP Station, Tucson Federal Court, Phoenix ICE Office, Hacienda del Sol, Southwest Key (Campbell), Southwest Key (Lighthouse), A New Leaf-Dorothy Mitchell Residence, Peterson Residence, Southwest Key (Estrella), Southwest Key (Casa Phoenix), Southwest Key (Las Palmas), Southwest Key (Glendale), Evo A. DeConcini courthouse	Tucson Sector HQ, Nogales BP Station, Nogales POE	212
YUM	Yuma Sector HQ	Yuma Federal Court, San Luis Detention Center, Blythe BP Station, Wellton BP Station, Florence, Phoenix Metro, Tucson, Yuma BP Station, CAX POE, El Centro Station, SLU POE	Yuma Sector HQ	269

¹ Waypoints identify all known stop points for that Route ID. Operationally, the need to stop at a particular waypoint will be based on whether they have detainees that must be picked up or dropped off on that run. Mileage was calculated for each Route ID based on a single trip stopping once at each way point, except for one Route IDs identified as Ad Hoc. When a designated route is completed prior to the end of shift, the TO may be tasked to perform additional transport or non-transport functions to the end of the shift period.

Performance Work Statement for DHS CBP Transportation Program

9.5 APPENDIX E – LIST OF ACRONYMS

ATEP	Alien Transfer and Exit Program
ACC	Arizona/California Corridor
BBT	Big Bend Texas Border Patrol Sector (previously named Marfa Sector)
CBP	Customs and Border Protection
CDL	Commercial Driver's License
CFR	Code of Federal Regulations
CIS	Citizenship and Immigration Services
CO	Contracting Officer
COR	Contracting Officer's Representative
DHS	Department of Homeland Security
DRT	Del Rio Border Patrol Sector
ELC	El Centro Border Patrol Sector
EPT	El Paso Border Patrol Sector
ESOH	Environmental, Safety and Occupational Health
FAR	Federal Acquisition Regulation
FGO	Facility Guard Officer
FY	Fiscal Year
GUI	Graphical User Interface
ICE	Immigration and Custom Enforcement
LRT	Laredo Border Patrol Sector
MAR	Marfa Border Patrol Sector (now known as Big Bend Texas Sector)
MEO	Medical Escort Officer
MTRT	Mobile Transport Response Team
NCIC	National Crime Information Center
OBP	Office of Border Patrol
ODS	On Duty Supervisor
OFO	Office of Field Operations
PM	Program Manager
PMP	Program Management Plan
POE	Port of Entry
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RGV	Rio Grande Valley Border Patrol Sector
SDC	San Diego Border Patrol Sector
SOPs	Standard Operating Procedures
SWB	Southwest Border
TCA	Tucson Border Patrol Sector
TECS	Treasury Enforcement Communication System
TO	Transportation Officer
TOM	Task Order Monitor
TNMC	Texas/New Mexico Corridor
NUC	Noncitizen Unaccompanied Child

Performance Work Statement for DHS CBP Transportation Program

U.S.	United States
WMD	Weapons of Mass Destruction
YUM	Yuma Border Patrol Sector

9.6 APPENDIX F – e-QIP PROCESS IMPLEMENTATION PLAN REQUIREMENTS

The attached file outlines the process required to submit and track all prospective and current contract Transportation Officer employees through the e-QIP Background Investigation process.



PWS Appendix F--
e-QIP Process Imple

9.7 APPENDIX G – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Quality Assurance Surveillance Plan (QASP) is **the document government personnel use to assess contractor performance**. The results of those inspections will then be used to document contractor performance.



QASP Checklist
Sample.xlsx

9.8 APPENDIX H – MINIMUM NUMBER OF SUPERVISORY PERSONNEL PER SWB SECTOR

The below table provides the minimum number of full-time supervisory personnel required for each SWB Sector. The Contractor shall propose the appropriate number of supervisory personnel while ensuring that the proposed number does not fall below the established minimum of supervisory personnel in each SWB Sector.

Performance Work Statement for DHS CBP Transportation Program

SWB SECTOR	Minimum # of Full Time Supervisory Personnel per day / 7 Days a Week
El Centro	2.0
San Diego	2.0
Tucson	3.0
Yuma	3.0

9.1 APPENDIX I – SAMPLE FORM I-216

	DEPARTMENT OF HOMELAND SECURITY U.S. CUSTOMS AND BORDER PROTECTION	Sheet No. _____ Page 1 of 1																																																
MANIFEST OF PERSONS AND PROPERTY TRANSFERRED																																																		
TRANSFER DATE & TIME:	FROM: _____	TO: _____																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>A-Number</th> <th colspan="2">Name of Person</th> <th>Sex</th> <th>Age</th> <th>DOB</th> <th>CoC</th> <th>Proc Dirp</th> <th>CDS Program</th> <th>Monies</th> <th>Property I-77 #</th> <th>FBI #</th> <th>FIN</th> <th>Event Number</th> <th>Subject ID</th> <th>Comments</th> </tr> <tr> <th>Last</th> <th>First</th> <th>Middle</th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> </tr> </tbody> </table>			A-Number	Name of Person		Sex	Age	DOB	CoC	Proc Dirp	CDS Program	Monies	Property I-77 #	FBI #	FIN	Event Number	Subject ID	Comments	Last	First	Middle														1															
A-Number	Name of Person		Sex	Age	DOB	CoC	Proc Dirp	CDS Program	Monies	Property I-77 #	FBI #	FIN	Event Number	Subject ID	Comments																																			
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Quality Assurance Surveillance Plan (QASP)

U.S. Customs and Border Protection
Southwest Border Arizona California Corridor
Transportation, Medical Escort and Facility Guard Services

1. Purpose

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure that systematic quality assurance methods are used in the administration of this performance based service contract. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the contract.

The contract requirement is for support services for Customs and Border Protection's (CBP) Office of Border Patrol and the Office of Field Operations. The Office of Border Patrol is responsible for providing contract oversight.

The contractor's performance will be monitored by the Contracting Officer's Representative (COR).

A properly executed QASP will assist the Government in achieving the objectives of this procurement.

2. Authority

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in contracts, to be executed by the Contracting Officer or a duly authorized representative.

3. Scope

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between Quality Control Plan and the QASP. The contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract.

The QASP on the other hand, is put in place to provide Government surveillance oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the contract.

4. Government Resources

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into contracts and make related determination and findings on behalf of the Government. The CO for this contract is Rosie Zaragoza, or any CBP Contracting Officer with a written warrant, which sets forth limitations of authority.

Contracting Officer's Representative (COR) - An individual appointed in writing by the CO to act as their authorized representative to assist in the technical administration of the contract. The COR will be appointed in the resulting contract award. The limitations of authority are contained in a written letter of appointment.

Task Order Manager/Monitor (TOM) - An individual designated by the Patrol Agent in Charge in each Southwest Border Sector to work with the COR and assist in the day-to-day technical execution and administration of the contract. The TOM may be supported by one or more designated On-Duty Supervisors (ODS) to provide coverage for each work shift.

Task Order Manager/Monitor Assistant (TOM-A) - An individual designated by the Program Office to assist the TOM in each Southwest Border Sector and assist in the day-to-day technical administration of the contract.

5. Responsibilities

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

Task Order Manager/Monitor (TOM) – The TOM is responsible for day to day technical execution and administration of the contract. The TOM provides direct Government surveillance of the contractor's performance and provides regular input to the COR for quality assurance reporting. The TOM or their designated ODS' are not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

6. Methods of QA Surveillance

- a. **Contractor Performance Assessment** – The marketplace for these transportation services is very competitive. As such, the successful offeror has a vested interest in the Government-generated contractor performance assessment ratings under this contract. Additionally, the ratings will be the determinant in exercising an option. For this procurement the Government will address the quality of service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout CBP, and the continuation of the contract, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

b. **QASP** - The below listed methods of surveillance will be used by the COR in the technical administration of this QASP. In addition to the below instructions, the form to be used for documentation of quality assurance surveillance is the Surveillance Activity Checklist, Enclosure (5).

7. Surveillance

Enclosures (1), (2), (3) and (4) set forth the performance standards, incentives, definitions and surveillance methods for the contractor and COR while enclosure (5) provides the checklist and means for the COR to document the results of the surveillance. Enclosure (5) will be provided to the Contracting Officer on a monthly basis for inclusion into contract file.

8. Documentation

In addition to providing monthly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of the Quality Assurance Checklists. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

9. Enclosures

Enclosure (1) - Performance Standards – Tasks/Technical Requirements

Enclosure (2) - Performance Standards - Data

Enclosure (3) - Incentives

Enclosure (4) - Definitions for Evaluation Areas and Ratings

Enclosure (5) - Surveillance Activity Checklist

Enclosure (1)

Performance Standards – Tasks/Technical Requirements

Description	Standard	Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives / Disincentives
Operational Responsiveness	100% of routes identified in the Monthly Transportation Plans approved by the government were completed as planned.	At a minimum, 95% of all routes identified in the Government approved Monthly Transportation Plans begin on time and are completed.	Contractor Self Reporting ¹ and Government Evaluation ⁴	See enclosure 3.
Route Change Implementation	100% of route changes to the government approved Monthly Transportation Plan requested by the government were implemented.	At a minimum, 90% of Government requested route changes to the Government approved Monthly Transportation Plan are implemented and begin on time.	Contractor Self Reporting ¹ and Government Evaluation ⁴	See enclosure 3.
Personnel Qualification Compliance	All personnel are properly licensed and certified for their assignments in accordance with federal, state, and local jurisdiction requirements.	100% of all personnel are licensed and certified for their assignments.	Contractor Self Reporting ¹ Government Periodic Sampling ²	See enclosure 3.
Policies and Procedures Compliance	All management policies and procedures are complied with.	100% of all management policies and procedures are complied with. No detainee escapes, repatriation of pre-processed detainees, etc. occur due to not following policies and procedures.	Government Periodic Sampling ²	See enclosure 3.
Safety Record	The contractor has written policies and procedures to prevent vehicle mishaps, personnel injuries, detainee escapes, repatriation of pre-processed detainees, etc.	No vehicle mishaps, personnel injuries and detainee escapes, repatriation of pre-processed detainees, etc. occur due to not following policies and procedures. The Contractor shall maintain throughout the life of the contract a 'Satisfactory' Motor Carrier Safety Rating issued by the Federal Motor Carrier Safety Administration.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.
Professionalism	Transportation Officers and Medical Escort Officers shall wear a uniform in accordance with the contractors established guidelines and procedures that present a professional image; clean, neat and functional. All contractors are expected to maintain a professional bearing while performing their duties.	All Transportation Officers and Medical Escort Officers are in proper uniform at all times while on duty. No observed incidents of unprofessional contractor behavior at any time while they are on duty.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.

Description	Standard	Acceptable Quality Level (AQL)	Surveillance Method/Measure	Incentives / Disincentives
Fuel Savings Plan	The contractor shall implement fuel savings initiatives documented in the Fuel Savings Plan.	Fuel Savings Plan is developed and implemented.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.
Metrics Reporting System	Mission data is accurate, complete and updated on a weekly basis.	Data available through the Metrics Reporting System shall be certified as valid by the Contractor, stored in a secure environment, and easily exportable into a Microsoft Excel format for comprehensive analysis by CBP staff.	Government Trend Analysis ³ w/Government Evaluation ⁴	See enclosure 3.
Vehicle Operating Condition, Security and Cleanliness (Exterior and Interior)	Vehicles shall be maintained in good repair to ensure safety, security and serviceability.	Inspections that reveal deficiencies in vehicle cleanliness, safety, security, or appearance require that the vehicle shall not be used until the deficiencies are resolved. Daily inspection records must be available for the government to audit upon request.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.

1. Contractor Self Reporting will be accomplished by the contractor submission of reports to the local government TOM, COR, and PMO.
2. Government Periodic Sampling will be accomplished by local government TOM.
3. Government Trend Analysis will be accomplished by the COR and PMO.
4. Government Evaluation will be accomplished by the local government TOM, COR, or PMO. Evaluations may consist of random inspections of contractor vehicles, maintenance facilities, personnel, and management processes.

Enclosure (2)

Performance Standards - Data

Description	Standard	AQL	Surveillance Method/Measure	Incentives
Program Management Plan	Submission is in accordance with all contract documentation.	95% of required deliverable provided on time, is accurate as written, and does not require major rewrite.	Government Evaluation ⁴	See enclosure 3.
Logistics Support Plan	Submission is in accordance with all contract documentation.	95% of required deliverable provided on time, is accurate as written, and does not require major rewrite.	Government Evaluation ⁴	See enclosure 3.
Standard Operating Procedures	Submission is in accordance with all contract documentation.	95% of required deliverable provided on time, is accurate as written, and does not require major rewrite.	Government Evaluation ⁴	See enclosure 3.
Sector Transportation Plans	Submission is in accordance with all contract documentation.	Monthly plan updates are complete and provided on time.	Government Evaluation ⁴	See enclosure 3.
Weekly Status Report	Submission is in accordance with all contract documentation.	Reports are complete and timely.	Government Evaluation ⁴	See enclosure 3.
Fuel Savings Report	Submission is in accordance with all contract documentation.	Updates are provided on time and demonstrate continual efforts to seek ways to save on fuel costs.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.
Risk Mitigation Plan	Submission is in accordance with all contract documentation.	Risk Mitigation Plans are complete, effective, and timely. Risk status is reported on a weekly basis until the risk is mitigated and closed.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.
Notification Reports	Submission is in accordance with all contract documentation.	Initial reportable notifications must be immediate (verbal/e-mail) and followed by a written detailed report within 24 hours.	Contractor Self Reporting ¹ w/Government Evaluation ⁴	See enclosure 3.

1. Contractor Self Reporting will be accomplished by the contractor submission of reports to the local government TOM, COR, and PMO.
2. Government Periodic Sampling will be accomplished by local government TOM.
3. Government Trend Analysis will be accomplished by the COR and PMO.
4. Government Evaluation will be accomplished by the local government TOM, COR, or PMO. Evaluations may consist of random inspections of contractor vehicles, maintenance facilities, personnel, and management processes.

Enclosure (3)

Incentives

The following incentives shall apply to performance under this order.

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Base:	All measurement areas rated "Satisfactory" or above. See Enclosure (4).	Midpoint of the assessment period (6 month) evaluation using the surveillance checklists covering the previous 6 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an Option 1.*
Option 1:	All measurement areas rated "Satisfactory" or above. See Enclosure (4).	Midpoint of the assessment period (18 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an Option 2.* (-) Does not meet the acceptable performance definition and receives a negative CPARS assessment.
Option 2:	All measurement areas rated at least "Satisfactory" or above. Two or more measurements rated either "Very Good" or "Exceptional". See Enclosure (4).	Midpoint of the assessment period (30 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 3.* (-) Does not meet the acceptable performance and receives a negative CPARS assessment.
Option 3:	All measurement areas rated at least "Satisfactory" or above. Two or more measurements rated either "Very Good" or "Exceptional". See Enclosure (4).	Midpoint of the assessment period (42 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 4.* (-) Does not meet the acceptable performance definition and receives a negative CPARS assessment.
Option 4:	All measurement areas rated at least "Satisfactory" or above. Two or more measurements rated either "Very Good" or "Exceptional". See Enclosure (4).	End of the assessment period (60 month) evaluation using the surveillance checklists covering the previous 12 months.	(+) Meet the acceptable performance definition and receive a positive CPARS assessment. (-) Does not meet the acceptable performance definition and receives a negative CPARS assessment.

* The Government reserves the right to not exercise options unless all regulatory requirements are met and the contractor meets the acceptable performance definition.

Enclosure (4)

Definitions for Evaluation Areas and Ratings

All PWS tasks, including PWS sub-tasks, will be assessed focusing on the following:

Technical (Quality of Service). This element is comprised of an overall rating and six sub-elements. Activity critical to successfully complying with contract requirements must be assessed within one or more of these sub-elements. The overall rating at the element level is the Assessing Official's integrated evaluation as to what most accurately depicts the contractor's technical performance or progress toward meeting requirements. This assessment is not a roll-up of the sub-element assessments.

- Service Performance. Assess the achieved service performance relative to performance parameters required by the contract to include operational responsiveness, operational flexibility, operational efficiency, and professionalism, safety, and security. Assess the contractor's ability to accomplish the required operational hours allocated in the monthly transportation plan with the proper mix of contractor support (male and female). Also measure the contractor's ability to provide alternative transport routes to ensure efficiency.
- Systems Engineering. Assess the contractor's effort to transform operational needs and requirements into an integrated system design solution. Areas of focus should be: the planning and control of technical program tasks, the quality and adequacy of integration support provided throughout all phases of contract execution, management of interfaces, interoperability, and the management of a totally integrated effort meet cost, technical performance, and schedule objectives. For example, the contractor's ability to effectively integrate various supportability considerations (maintenance personnel/skills availability or work-hour constraints, operating and cost constraints, allowable downtime, turn-around-time to service/maintain the system, standardization requirements). Although some of these activities will be specifically addressed in other elements/sub-elements (such as service assurance), the focus of the assessment of systems engineering is on the integration of those specific disciplines/activities.
- Software Engineering. Assess the contractor's success in meeting contract requirements for the metrics reporting system. For example the contractor's ability to provide accurate data that supports mission transports, i.e., trip load factors (male/female/juvenile), route analysis, vehicle mileage, staff/shift/vehicle utilization.
- Logistic Support/Sustainment. Assess the success of the contractor's performance in accomplishing logistics planning. For example, the contractor's ability to successfully support transportation vehicles to provide the contractor's stated operational availability goals. Assess the contractor's ability to accomplish the required operational hours allocated in the monthly transportation plan. Ability to adhere to short-notice route changes, provide adequate vehicle types for various transport missions. Measure the contractor's ability to provide efficient and effective solutions to the monthly transportation plans through route analysis, shift, staff, and vehicle utilization.
- Quality Assurance. Assess how successfully the contractor meets program quality objectives; e.g., reliability, maintainability, system safety, and other technical compliance requirements.
- Other Technical Performance. Assess all the other technical activity critical to successful contract performance is not captured in another sub-element.

Schedule. Assess the timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, administrative requirements, etc. Assess the contractor's adherence to the required delivery schedule by assessing the contractor's efforts during the assessment period that contribute to or affect the schedule variance. Also, address significance of scheduled events (e.g., design reviews), discuss causes, and assess the effectiveness of contractor corrective actions.

Cost Control. (Applicable only to non-fixed price CLINs). Assess the contractor's effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or underrun, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor-provided person hour estimates, the relationship of these estimates to ultimate task cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources, in each work effort should be assessed.

Management. This element is comprised of an overall rating and three sub-elements. Activity critical to successfully executing the contract must be assessed within one or more of the sub-elements. This overall rating at the element level is the AO's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a roll-up of the sub-element assessments.

- Management Responsiveness. Assess the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, engineering change proposals, or other undefinitized contract actions), the contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. Consider the contractor's responsiveness to the program as it relates to meeting contract requirements during the period covered by the report.
- Subcontract Management. Assess the contractor's success with timely award and management of subcontracts.
 - Assess the prime contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the contractor's team.
 - Consider efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
- Program Management and Other Management. Assess the extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by contract; communicates appropriate information to affected program elements in a timely manner. Assess the contractor's risk management practices, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, identify any other areas that are unique to the contract, or that cannot be captured elsewhere under the Management element. Integration and coordination of activities should reflect those required by the Program Management Plan. Also consider the adequacy of the contractor's mechanisms for tracking contract compliance, recording changes to planning documentation and management of cost and schedule control system, and internal controls, as well as the contractor's performance relative to management of data collection, recording, and distribution as required by the contract.

Rating Criteria: For contractor performance rating purposes, the following rating criteria will be used "Exceptional", "Very Good", "Satisfactory", "Marginal", or "Unsatisfactory". Definitions are provided below. A PWS reference and examples of performance must be included for any evaluation area rated other than satisfactory. This information simplifies the verification process for reviewers and when necessary, hastens corrective action by the contractor. When determining ratings take into consideration all sources of contract performance indicators, e.g., results of contractor self-inspections, government inspections, contractor reports, government correspondence to the contractor, etc. This section may also include comments regarding mitigating circumstances to contract performance issues beyond the control of the contractor, comments regarding progress, and other performance related comments.

Exceptional – Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the task and sub-task being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. Note: To justify an Exceptional rating, significant events in the evaluation area shall be identified and how it was a benefit to the Government shall be stated. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating.

Very Good - Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the task and sub-task being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. Note: To justify a Very Good rating, a significant event in the evaluation area shall be identified and how it was a benefit to the Government shall be stated.

Satisfactory - Performance meets contractual requirements. The contractual performance of the task and sub-task contain some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. A fundamental principle of assigning ratings is that contractor will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

Marginal - Performance does not meet some contractual requirements. The contractual performance of the task and sub-task being assessed reflect a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Note: To justify Marginal performance, a significant event in the evaluation area that the contractor had trouble overcoming shall be identified and how it impacted the Government shall be stated. A Marginal rating should be supported by providing the correspondence used to notify the contractor of the contractual deficiency (e.g. Corrective Action Requests; Government Inspection Reports, etc.).

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the task or sub-task contains a serious problem(s) for which the contractor's actions appear or were ineffective. Note: To justify an Unsatisfactory rating, multiple significant events in each category that the contractor had trouble overcoming shall be identified and how it impacted the Government shall be stated. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by providing the correspondence used to notify the contractor of the contractual deficiencies (e.g. Corrective Action Requests; Government Inspection Reports; etc.).

Note 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

Enclosure (5)

Surveillance Activity Checklist

Monthly Surveillance:

The COR will perform a monthly assessment of Quality of Service, Schedule, Cost Control, and Management utilizing the contractor performance evaluation rating definitions listed in enclosure (4).

Description	Surveillance Method/Measure	Quality of Service				Management	
		Other Technical Performance	Quality Assurance	Logistics Support & Sustainment	Software Engineering		
Date Planned	Date Completed	Service Performance	Systems Engineering	Performance	Schedule	Cost Control	
Operational Responsiveness	Contractor Self Reporting ¹ w/Government Evaluation ⁴						
Route Change Implementation	Contractor Self Reporting ¹ w/Government Evaluation ⁴						
Personnel Qualification Compliance	Government Periodic Sampling ²						
Policies and Procedures Compliance	Government Periodic Sampling ²						
Safety Record	Contractor Self Reporting ¹ w/Government Evaluation ⁴						

Description	Surveillance Method/Measure	Quality of Service				Management	
		Other Technical Performance	Quality Assurance	Logistics Support & Sustainment	Software Engineering		
Date Completed	Date Planned	Schedule				Cost Control	
Professionalism	Contractor Self Reporting ¹ w/Government Evaluation ⁴						
Fuel Savings Plan	Contractor Self Reporting ¹ w/Government Evaluation ⁴						
Metrics Reporting System	Government Trend Analysis ³ w/Government Evaluation ⁴						
Vehicle Operating Condition and Cleanliness (Exterior and Interior)	Contractor Self Reporting ¹ w/Government Evaluation ⁴						
Program Management Plan	Government Evaluation ⁴						
Logistics Support Plan	Government Evaluation ⁴						
Standard Operating Procedures	Government Evaluation ⁴						
Monthly Sector Transportation Plans	Government Evaluation ⁴						

Description	Surveillance Method/Measure	Management			
		Program & Other Management	Subcontract Management	Management Responsiveness	Cost Control
		Schedule			
		Other Technical Performance	Quality Assurance	Logistics Support & Sustainment	Software Engineering
		Systems Engineering	Service Performance	Date Completed	Date Planned
Fuel Savings Plan	Government Evaluation ⁴				
Weekly Status Reports	Contractor Self Reporting ¹ w/Government Evaluation ⁴				
Risk Mitigation Plan	Contractor Self Reporting ¹ w/Government Evaluation ⁴				
Notification Reports	Contractor Self Reporting ¹ w/Government Evaluation ⁴				

1. Contractor Self Reporting will be accomplished by the contractor submission of reports to the local government TOM, COR, and PMO.
2. Government Periodic Sampling will be accomplished by local government TOM.
3. Government Trend Analysis will be accomplished by the COR and PMO.
4. Government Evaluation will be accomplished by the local government TOM, COR, or PMO. Evaluations may consist of random inspections of contractor vehicles, maintenance facilities, personnel, and management processes.

Monthly Summary of Ratings:

Service Performance

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Other Technical Performance

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Program and Other Management

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Systems Engineering

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Schedule

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Software Engineering

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Cost Control

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Logistics Support & Sustainment

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Management Responsiveness

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Quality Assurance

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Subcontract Management

Number of Exceptional	_____
Number of Very Good	_____
Number of Satisfactory	_____
Number of Marginal	_____
Number of Unsatisfactory	_____

Annual Surveillance:

The COR will perform an annual assessment of overall contract performance utilizing the contractor performance evaluation rating definitions listed in enclosure (4) and the monthly summary of ratings.

Description	Surveillance Method/Measure	Date Planned	Date Completed	Summary Rating/Results
Quality of Service	Review of Monthly Ratings.	TBD		
Service Performance	Review of Monthly Ratings.	TBD		
Systems Engineering	Review of Monthly Ratings.	TBD		
Software Engineering	Review of Monthly Ratings.	TBD		
Logistics Support and Sustainment	Review of Monthly Ratings.	TBD		
Quality Assurance	Review of Monthly Ratings.	TBD		
Other Technical Performance	Review of Monthly Ratings.	TBD		
Schedule	Review of Monthly Ratings.	TBD		
Cost Control	Review of Monthly Ratings	TBD		
Management	Review of Monthly Ratings	TBD		
Management Responsiveness	Review of Monthly Ratings.	TBD		
Subcontractor Management	Review of Monthly Ratings	TBD		
Program and Other Management	Review of Monthly Ratings	TBD		

Requirement	Submission	Quality of Service					Management					
		Quality Assurance	Logistics Support & Sustainment	Software Engineering	Systems Engineering	Service Performance	Program Management	Subcontract Management				
Cost Control								Schedule				
Performance Standards – Tasks/Technical Requirements												
Fuel Savings Plan	Once	N/A	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	
Metrics Reporting System	Once	N/A	N/A	X	N/A	N/A	N/A	N/A	N/A	N/A	X	
Operational Responsiveness	Monthly	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Route Change Implementation	Monthly	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Personnel Qualification Compliance	Monthly	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Policies and Procedures Compliance	Monthly	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Safety Record	Monthly	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Professionalism	Monthly	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Vehicle Operating Condition, Security and Cleanliness	Pre/Post	X	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Performance Standards – Data												
Program Management Plan	Once	N/A	X	N/A	N/A	N/A	N/A	N/A	N/A	X	X	
Logistics Support Plan	Once	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	N/A	X	
Standard Operating Procedures	Once	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X	
Fuel Saving Report	Quarterly	N/A	X	N/A	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A
Sector Transportation Plans	Monthly	N/A	X	N/A	N/A	N/A	N/A	X	N/A	X	N/A	N/A
Weekly Status Reports	Weekly	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Risk Mitigation Plans & Status Reports	As Required	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A	
Notification Reports	As Required	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Investigation Reports	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Vehicle Accident Reports	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Detainee Escapes or Attempts to Escape	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Mission Impacting Mechanical Vehicle Problems	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Use of Force	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Terrorism	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Other Reportable Incidents	w/in 24 Hours	N/A	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A
Other PWS Requirements												
Environmental, Safety and Occupational Health Plan	Once	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Vehicle's Interior Security Specifications	Once	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Security Document Delivery System	Once	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Program Management (Key Personnel)	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Sector Management (Key Personnel)	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Use of One vs. Two Transportation Officers	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Release of Detainees at a Port of Entry	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Use of privately owned vehicles	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Being armed while in the secured portion of the vehicle	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Medical Escort/Guard Security objectives	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Communications Systems	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Immediate Medical Attention	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Language Skills	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Citizenship and Residency for Employees	Compliance	N/A	N/A	N/A	N/A	X	N/A	N/A	N/A	N/A	X	
Mission Support - Surge/Mobile Transport Response Team	As Required	N/A	N/A	N/A	N/A	X	N/A	N/A	X	N/A	N/A	

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Task Order Requests	30 Days 15 Aug 2024	60 Days 15 Sep 2024	90 Day 15 Oct 2024	120 Days 15 Nov 2024	6 Months	10 Months
Labor	\$77,073.49	\$308,833.16	\$756,114.99	\$1,413,820.59	\$8,482,923.54	\$11,038,765.77
Vehicles	\$66,760.50	\$300,422.25	\$758,860.22	\$1,246,354.70	\$7,478,128.20	\$9,850,525.87
Fuel	\$9,142.86	\$41,142.86	\$102,857.14	\$160,000.00	\$960,000.00	\$1,273,142.86
Toll	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$10,000.00
Travel	<i>Annual Total</i>					\$20,000.00
Total	\$153,976.85	\$651,398.27	\$1,618,832.35	\$2,821,175.29	\$16,927,051.74	\$22,192,434.50

Surge Labor	Surge Cost	Tuscon	Yuma	El Centro	San Diego
12 Months	\$50.13	43680	30420	12428	15600
6 Months		21840	15210	6214	7800
Estimated Total For 6 Months		\$1,094,839.20	\$762,477.30	\$311,507.82	\$391,014.00

**Total Task Order
Plus Surge
\$24,672,766.64**

All Sectors
\$2,480,332.14

BPA Monthly Fuel		30 Days	60 Days	90 Days	120 Days	6 Months	Total Fuel
\$160,000.00	\$2,285.71	\$9,142.86	\$41,142.86	\$102,857.14	\$160,000.00	\$960,000.00	\$1,273,142.86

\$1,920,000.0

Prepare final personnel records; file applications, suitability forms, Code of Conduct/Removal from Duty forms; Physicals, TB and Drug Test results, Training Completion Certificates.									
Prepare employee credentials; forward to SMs									
Milestone 3: Health Screening	Pre-Mob	1-15	16-30	31-45	46-60	61-75	76-90	91-105	105-120
Notify applicants of time/date/place for physical exam, and drug tests									
Successful candidates take psychological evals, physicals, and drug tests									
Review exam/drug results									
Provide successful applicants with further instructions for training attendance									
Milestone 4: Suitability Determination	Pre-Mob	1-15	16-30	31-45	46-60	61-75	76-90	91-105	105-120
Prepare e-Qip initiation packages and forward to COR within 21 calendar days of contract mobilization commencement									
Track e-Qip initiation notifications; ensure applicants are supervised during on-line entry process									
Review any e-Qip rejection notices; take corrective action as deemed appropriate									
Prepare contractor credentials only for those staff who received favorable suitability determination									
Check e-Qip initiation status weekly – all applicants									
Milestone 5: Equipping	Pre-Mob	1-15	16-30	31-45	46-60	61-75	76-90	91-105	105-120
Determine uniform configuration, sizing									
Prepare uniform size excel spreadsheet divided by State and Sector.									

Order uniforms/duty gear from vendors for delivery prior to final week of training. Receive, inventory, and distribute uniforms and duty gear to Hub location Supervisor/Leads for further distribution			Blue	Blue	Blue	Yellow	Yellow	
Notify vehicle vendors immediately after contract award	Blue	Blue	Blue	Green	Yellow	Yellow		
Notify equipment vendors immediately after contract award; schedule delivery for 2 weeks prior to contract performance date	Blue	Blue	Blue	Green	Yellow	Yellow		
Equip Vehicles with Detention Package, Sensors, Cameras, GPS	Blue	Blue	Blue	Green	Yellow	Yellow		
Request status report from vehicle/equipment vendors on a weekly basis; notify Mobilization Coordinator of vehicle status at weekly meetings of Mobilization Team			Blue	Blue	Blue	Green	Yellow	
Take Delivery of Vehicles/ equipment; distribute to Hub Sites			Blue	Blue	Blue	Green	Yellow	
Notify and place order for firearms and ammunition vendors after contract award; provide Controlled F.O.R.C.E.'s FFL number; check status weekly.			Blue	Blue	Blue	Green	Yellow	
Order non-lethal weapons with uniform and duty gear order.			Blue	Blue	Blue	Green	Yellow	
Request status report from firearms vendors weekly; notify Mobilization Coordinator of firearms status at weekly meetings of Mobilization Team			Blue	Blue	Blue	Green	Yellow	
Receive, inventory (prepare firearms serial # list), and distribute to sub-custodians prior to firearms/non-lethal weapons training			Blue	Blue	Blue	Green	Yellow	
Place radio order with established small business vendor.			Blue	Blue	Blue	Green	Yellow	

Establish Training Records to determine level of training required to comply with contract	Pre-Mob	1-15	16-30	31-45	46-60	61-75	76-90	91-105	105-120
Review training documentation of new applicants to establish if their training meets contract requirements.									
Establishes training requirements for each applicant; provides training calendar to HR Team for distribution to applicants.									
Conduct Manager/Supervisor/Lead Training & Payroll Training									
Conduct Firearms Training									
Conduct Basic Training – to include PREA; take digital photo of all trainees for employee credential; email photo to CONTROLLED F.O.R.C.E. Admin. Conduct Basic Training and submit certificates to CBP in PDF format									
Conduct Transport Training									
Conduct OJT									
Milestone 8: Administration	Pre-Mob	1-15	16-30	31-45	46-60	61-75	76-90	91-105	105-120
Deliverables: Project Management Plan, Fuel Savings Plan, etc. NLT 30 Days after Task Order Issuance									
Develop Metrics Reporting System									
Prepare All reporting templates per PWS									
Establish Post Orders and SOPs IAW CBP Policies and Procedures									
In collaboration with the COR, review and update Post Orders, Policies and Procedures									
Deliver Controlled F.O.R.C.E. Employee Manual to employees;									
Process bi-weekly payrolls									
Devise initial employee work schedules									
Milestone 9: Insurance	Pre-Mob	1-15	16-30	31-45	46-60	61-75	76-90	91-105	105-120

Provide copies of insurance documentation to the COR prior to contract performance

All Manpower projected is dependent on timely approval of background investigations		Op Head Count		Contract Start	30 Days	60 Days	90 Days	120 Days	*Fully Burdened Rate	30 Days 15 Aug 2024	60 Days 15 Sep 2024	90 Days 15 Oct 2024	120 Days 15 Nov 2024	
MANPOWER														
Program Management Office														
Program Manager	1	Count	1	1	1	1	1			\$11,326.90	\$11,326.90	\$11,326.90	\$11,326.90	
		Percent MC	100%	100%	100%	100%	100%							
Quality Control Manager	1	Count	1	1	1	1	1			\$7,787.25	\$7,787.25	\$7,787.25	\$7,787.25	
		Percent MC	100%	100%	100%	100%	100%							
HR Coordinator	1	Count	1	1	1	1	1			\$8,612.72	\$8,612.72	\$8,612.72	\$8,612.72	
		Percent MC	100%	100%	100%	100%	100%							
EL CENTRO HUB														
Sector Manager	1	Count	0	0	0	1	1					\$7,787.25	\$7,787.25	
		Percent MC	0%	0%	0%	100%	100%							
Transportation Officers	31	Count	0	0	0	15	31			\$33.42		\$80,208.00	\$165,763.20	
		Percent MC	0%	0%	0%	48%	100%							
SAN DIEGO HUB														
Sector Manager	1	Count	0	0	0	1	1					\$6,371.38	\$6,371.38	
		Percent MC	0%	0%	0%	100%	100%							
Transportation Officers	39	Count	0	0		16	39			\$33.42		\$85,555.20	\$208,540.80	
		Percent MC	0%	0%	0%	41%	100%							
TUC HUB														
Sector Manager	1	Count	0	0	1	1	1					\$7,177.27	\$7,177.27	
		Percent MC	0%	0%	100%	100%	100%							
Transportation Officers	108	Count	0	0	30	60	108			\$33.42		\$160,416.00	\$320,832.00	
		Percent MC	0%	0%	28%	56%	100%						\$577,497.60	
YUM HUB														
Sector Manager	1	Count	0	1	1	1	1					\$6,569.02	\$6,569.02	
		Percent MC	0%	100%	100%	100%	100%							
Transportation Officers	76	Count	0	8	20	40	76			\$33.42		\$42,777.60	\$106,944.00	
		Percent MC	0%	11%	26%	53%	100%						\$213,888.00	
										Totals	\$77,073.49	\$308,833.16	\$756,114.99	\$1,413,820.59

*The Labor rates are based on the wage determinations included in the solicitation package and the responses to questions. Please see attached Wage Determination for each of the four sectors. The rates used are for the detention officer labor category.

Average

\$133.68

\$33.42

	Required		Contract Start	30 Days	60 Days	90 Days	120 Days	Monthly Cost	30 Days	60 Days	90 Days	120 Days
VEHICLES												
EL CENTRO												
Bus	4	Count	0	0	0	2	4	\$24,494.72		\$48,989.44	\$97,978.88	
		Percent MC	0%	0%	0%	50%	100%					
Van	7	Count	0	0	0	3	7	\$8,885.53		\$26,656.59	\$62,198.71	
		Percent MC	0%	0%	0%	43%	100%					
SAN DIEGO												
Bus	7	Count	0	0	0	3	7	\$24,494.72		\$73,484.16	\$171,463.04	
		Percent MC	0%	0%	0%	43%	100%					
Van	8	Count	0	0	0	4	8	\$8,885.53		\$35,542.12	\$71,084.24	
		Percent MC	0%	0%	0%	50%	100%					
TUCSON												
Bus	17	Count	0	0	5	10	17	\$24,494.72	\$122,473.60	\$244,947.20	\$416,410.24	
		Percent MC	0%	0%	29%	59%	100%					
Van	10	Count	0	0	5	10	10	\$8,885.53	\$44,427.65	\$88,855.30	\$88,855.30	
		Percent MC	0%	0%	50%	100%	100%					
YUMA												
Bus	12	Count	0	2	4	8	12	\$24,494.72	\$48,989.44	\$97,978.88	\$195,957.76	\$293,936.64
		Percent MC	0%	17%	33%	67%	100%					
Van	5	Count	0	2	4	5	5	\$8,885.53	\$17,771.06	\$35,542.12	\$44,427.65	\$44,427.65
		Percent MC	0%	40%	80%	100%	100%					
								Totals	\$66,760.50	\$300,422.25	\$758,860.22	\$1,246,354.70